



Helendale Community Services District
26540 Vista Road, Suite C, Helendale, CA 92342

SPECIAL BOARD MEETING
Tuesday, March 17, 2026, at 3:00 PM

REMOTE 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. To join remotely: www.zoom.com or Zoom App; click on "Join". Enter **Meeting ID 463 173 8547** and Passcode: **HCS D**. Use your computer audio or join by phone with the directions below. Phone-In Instructions: Call **1-669-900-6833**, enter **Meeting ID 463 173 8547**, Participant ID or press #, and enter Audio Password/Passcode: **872103**.

Call to Order - Pledge of Allegiance

1. Approval of Agenda

2. 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" feature on Zoom.

Regular Business

- 3.** Discussion and Possible Action Regarding Approval of a Professional Services Agreement for Park and Facility Maintenance Services for FY27 through FY29
- 4.** Discussion and Possible Action Regarding Approval of a Professional Services Agreement for Computer Support Services for FY27 through FY29
- 5.** Discussion and Possible Action Regarding Payment of the Unfunded Accrued Liability to CalPERS
- 6.** Discussion and Possible Action Regarding Adoption of a Revised Surplus Equipment and Salvage Policy and Approve Request to Declare as Surplus Various District-Owned Equipment
- 7.** Request to Purchase District Surplus Equipment
- 8.** Discussion Only Park Capital Improvement Plan
- 9.** Discussion and Possible Action Regarding Consideration and Approval to Open a New Bank Account at Global Credit Union and Amend Authorized Signers on an Existing Citizens Business Bank Account

10. 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 agenda 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: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Craig Carlson, Water Operations Manager
SUBJECT: Agenda item #3
Discussion and Possible Action Regarding Approval of a Professional Services Agreement for Park and Facility Maintenance Services for FY27 through FY29

STAFF RECOMMENDATION:

Staff requests approval of the proposed PSA.

STAFF REPORT

The Board approved a Professional Services Agreements with Silver Lakes Landscaping (SLL) for FY24 and again for FY25. The District management team has been very pleased with the services provided through the PSA. The arrangement has been a win-win for the District and the vendor has been satisfied with the terms negotiated. Due to the performance and the cost savings for the District, Staff is requesting that the Board consider approval of a new contract for Fiscal Year 2027 beginning on July 1, 2026 and continue through June 30, 202.

The District had struggled for quite some time to find the best solution for park and facility maintenance with staffing but has never found a satisfactory balance until the district entered into the this arrangement. Staff previously had looked into contract services through a commercial lawn maintenance company but found that it was cost-prohibitive, and the services were limited.

SLL has proven that they have the skill set to handle any of the tasks that arise and has access to additional staffing resources. The intent of the contract has been to secure a qualified and skilled maintenance service provider who can act independently in completing the routine tasks outlined in the contract thereby relieving staff of daily oversight of park maintenance functions. The contract performance has exceeded our expectations.

The service provider has requested an annual increase equal to the Board's approved Cost of Living Adjustment (COLA) for staff each year. Staff concurs that this is a reasonable request and if we were to provide similar services in-house it would far exceed that amount.

FISCAL IMPACT: \$86,940 for FY27; FY28 +COLA; FY29+COLA

REQUESTED ACTION: Approve Professional Services Agreement with Silver Lakes Landscaping to provide Park and Facility Maintenance Services for FY27 through FY29

ATTACHMENTS: Professional Services Agreement

**AGREEMENT FOR SERVICES
BETWEEN
HELENDALE COMMUNITY SERVICES DISTRICT
AND
SILVER LAKES LANDSCAPING AND MAINTENANCE**

THIS AGREEMENT is made this 19th day of March, 2026 (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 SILVER LAKES LANDSCAPING AND MAINTENANCE, a Legal Liability Company (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 Park Property Maintenance services for the DISTRICT (hereinafter referred to as “Project”); and

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

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

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

COVENANTS

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

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

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

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

applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

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

ARTICLE II SERVICES OF CONSULTANT

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

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

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions

of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

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

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

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

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

CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONSULTANT

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

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

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

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the July 1, 2026, and shall continue until June 30, 2029, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

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

ARTICLE VI GENERAL PROVISIONS

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

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

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

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as

such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

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

having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.

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

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

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

To DISTRICT:	Helendale Community Services District 26540 Vista Road, Suite B P.O. Box 359 Helendale, CA 92342 Attn: Craig Carlson, General Mgr-Water&Parks
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To CONSULTANT: SILVER LAKES LANDSCAPING AND MAINTENANCE
P.O. Box 3065
Helendale, CA 92342
Attn: Steven Garcia

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

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

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

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or

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

- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

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

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

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

6.12 OWNERSHIP OF SOFTWARE (if applicable):

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
 - (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed

and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

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

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

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

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

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

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

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

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

CONSULTANT

DISTRICT

By: _____
Steven Garcia
Silver Lakes Landscaping and Maintenance

By: _____
Ron Clark, President, Board of Directors
Helendale Community Services District

EXHIBIT A

SCOPE OF WORK

Contract to cover maintenance of all Park Owned property, including the Helendale Community Center property and the Community Park Property for \$86,940 to be billed in 12 monthly installments. FY 28 and FY29 contract amount would increase by the District's approved COLA for staff.

Typical duties under the Professional Services Agreement include, but not limited to, the following:

- Irrigation maintenance, repair and replacement, installation of new irrigation lines and sprinklers at all park facilities as determined necessary to support current turf areas.
- Baseball field maintenance including installation of brick dust, fence repair, infield wear and tear.
- Turf maintenance including aeration, seeding, renovating, sanding, leveling, Herbicide/Pesticide application, mowing, edging, fertilizing.
- Hard scape, pavilion and shelter maintenance including sweeping, washing down, painting.
- Playground and play area maintenance including raking, augmenting bedding, weeding repairs apparatus.
- Plant/tree maintenance including planting, trimming, transplanting and weeding.
- Painting Park facilities as needed.
- Maintenance of park facilities including household-type repairs and replacement, minor painting, plumbing, electrical, etc.
- Maintain, repair benches, plaques, signage and other park accessories.
- Prepping for sports events including basketball, soccer and football.
- Janitorial duties as necessary at park facilities.

Use of Equipment:

Maintenance of equipment utilized by the contract will be the sole responsibility of the contractor. Said maintenance includes oil changes, lubrication, parts replacement such as blades due to usual wear and use. In the event that equipment is damaged due to abuse and/or negligence, replacement will be the sole responsibility of the contractor.

Park equipment available for use includes:

John Deere Tractor
Implements including Aerator, seeder, spreader, de-thatcher, etc.
Gator
Trailer
Mowers
Weed eaters



Helendale Community Services District

Date: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #4
Discussion and Possible Action Regarding Approval of Professional Services Agreement for Computer Support Services from FY27 through FY29

STAFF RECOMMENDATION:

Approve Staff's Recommendation

STAFF REPORT:

Sonic has been providing the District's IT support services since August 2019. In FY 23, the monthly service charge has been \$1727.70. With the contract renewal, due to security concerns, the District added enhanced cyber security protections and the rate was increased to \$2200.50 per month. For the proposed three year period from July 1, 2026 through June 30 2029, the rate has actually reduced to \$2,100 per month or \$25,200 per year. This is a reduction of \$1200 per year for the new contract period. There is no annual escalator during the term of this contract.

When and if the District added additional work stations the cost of monthly support will increase by approximately \$150 for each new workstation added to the contract. When that occurs, the Contract will need to come back to the Board for approval at the new amount.

FISCAL IMPACT: \$25,200 per year

REQUESTED ACTION: Approve three-year contract for IT support services in the annual amount of \$25,200

ATTACHMENTS: Draft Professional Services Agreement

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

THIS AGREEMENT is made this ~~1st-19th~~ day of ~~July~~~~March~~, ~~2023-2026~~ (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 SONIC 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 Technical Support services for the DISTRICT (hereinafter referred to as "Project"); and

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

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

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

COVENANTS

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

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

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

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement

will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

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

ARTICLE II SERVICES OF CONSULTANT

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

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

2.3 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be

complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

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

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

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

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors,

omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONSULTANT

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

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

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

ARTICLE V COMPLETION SCHEDULE

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date, and shall begin July 1, 2026 and continue until June 30, 2029~~6~~, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

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

ARTICLE VI GENERAL PROVISIONS

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

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

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

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional

Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

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

Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.

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

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

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

To DISTRICT:

Helendale Community Services District
26540 Vista Road, Suite B

P.O. Box 359
Helendale, CA 92342
Attn: General Manager

To CONSULTANT: Sonic Systems, Inc.
17195 Yuma St., Ste. A
Victorville, CA 92395
Attn: Tim Passons, CTO

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

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

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

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.

- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

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

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

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

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
 - (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
 - (2) Utilize the Software for its internal data-processing purposes; and
 - (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that

CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as “Background Technology.”

- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT’s written consent.

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

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

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

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

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

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

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

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

CONSULTANT

DISTRICT

By: _____
—Tim Passons, CTO

Sonic Systems, Inc.

By: _____
~~Henry Spiller~~ Ron Clark,

President, Board of Directors
Helendale Community Services District

EXHIBIT A

SCOPE OF WORK

Service Agreement

 All Mandatory

Description	Price	Qty.	Disc.	Amount
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Monthly Recurring

SonicProtect Cyber Support Package (Per Active User)	\$150.00 Case	12	\$0.00	\$1,800.00
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SonicProtect Cyber Support Package (Per Active User)

- 24x7x365 monitoring and alerting
- Unlimited Remote Support
- Emergency / After Hours Support Access (Additional Fee For non-Emergencies)
- Preventative Maintenance
- Software Updates and Security Patching
- Enterprise class Anti-Virus
- Darkweb Monitoring
- Employee Cyber Security Training
- Enhanced EDR Cyber Threat Protection
- Ransomware Protection
- Realtime threat detection and response
- Web content filtration / protection
- Server and Critical Workstation Cloud Backup
- Unlimited On-Site Support
- Emergency / After Hours On-Site Support Access (Additional Fee For non-Emergencies)
- On-Site pick-up / troubleshooting from experienced and professional technicians
- Complete Web & Desktop Microsoft Office 365 Suite
- Word, Excel, Powerpoint, Outlook, Teams, Onedrive, Other security and management tools
- Business email with a 50 GB mailbox
- Custom Email Domain
- Advanced Email Spam and Junk filtration
- Email Encryption
- Complete Email System Backup and archiving
- Microsoft Teams chat collaboration tools

- 1 TB Onedrive cloud storage per user
- Server and Domain Management
- Secure Password Management System
- Secure Remote Access Solution
- Asset and Warranty Tracking
- Virtual CIO Services
- HIPAA, NIST and PCI compliance scanning
- Asset Lifecycle Management
- IT Best practice recommendation and implementation assistance



Monthly Recurring

Managed Microsoft 365 Exchange Online Mailbox (P1)	\$10.00	15	\$0.00	\$150.00
	Per Month			
Managed Microsoft 365 Exchange Online Mailbox (P1)				

Monthly Recurring

SonicCare - Network Management	\$150.00	1	\$0.00	\$150.00
	Per Month			
SonicCare - Network Management				

Agreement Set Up Fee

Allow only one

Description	Price	Qty.	Disc.	Amount
<input checked="" type="radio"/> 3 Year Agreement Terms Includes -install of Sonic Systems owned and managed firewall. -30% discount on all network equipment recommended by sonic -100% discount on setup and on-boarding fees -10% Increase of the Monthly Fee at End of Contract Term.	\$0.00	1	\$0.00	\$0.00
	Case			

Monthly	\$2,100.00
Tax	\$0.00
Total	\$2,100.00

IMPORTANT NOTES:

* Pricing is based on current hardware, software, and support licensing costs and is reflective of the current number of users and devices at the time of this agreement. Pricing will increase to meet any newly supported machines or other services added. Price may also decrease if machines or devices are removed. Decreases are not unlimited and must be approved by MSP before taking effect. Pricing may also increase due to any changes, additions, or increases to government tax laws that affect any offered services.

** ALL computer systems on the network MUST be covered and supported. It is not possible to only support or service select portions of the network or select devices. Any device found to be on the network will be automatically onboarded to ensure the security and safety of the network as a whole. Any devices discovered and added will be added and billed accordingly. Any errors in additions must be reported by client within 1 billing cycle and removed from the network. If the addition was in error, MSP will remove and backdate a credit for said device.

Specifically excluded from this agreement unless otherwise noted or supplied on a separate signed agreement:

- Additional project work of any kind (initial project deployment is quoted herein).
- The cost of any parts, equipment or shipping charges of any kind
- Setup fees for any new equipment not quoted or noted to be addressed in this document
- The cost of any additional software, licensing, or software renewal/upgrade fees of any kind
- The cost of any 3rd party vendor/manufacturer support or incident fees of any kind
- Failure due to acts of God, building modifications, accidents, fire, power failures, Client misuse or other adverse environmental conditions or factors
- Backup of local client data outside of what is stored on the server. (i.e. data stored directly on a workstation)
- Network cable installation and testing of network cables
- Any pre-existing condition, as may or may not be noted by MSP or the Client



Helendale Community Services District

Date: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #5
Discussion and Possible Action Regarding Payment of the Unfunded Accrued Liability to CalPERS

STAFF RECOMMENDATION:

Staff seeks approval of this item.

STAFF REPORT:

Each year CalPERS produces and actuarial evaluation for the District that includes the calculated amount for the Unfunded Accrued Liability owed for our retirement coverage. Other than the first few years of the District's existence when we operated with minimal reserves, the CSD has paid off the Unfunded Accrued Liability (UAL) every year as a prudent step towards minimizing the District's pension liability. Ballooning unfunded pension obligations are an area of public scrutiny and insolvency for many municipalities and districts throughout the state. The District's obligation are minimal compared to most other government entities. Why? The District is young by comparison at 19 years in operation. Secondly, more than half of the District's workforce is now in the PEPBRA systems which has a much lower pension obligation for the District.

In an effort to contain the cost for retirement pensions, CalPERS allows any annual accrued liability to be paid off each year. This option saves the District approximately 3.4% in interest on the annual amount if it were left to accrue as a liability. This amount changes every year based upon performance of PERS investments, actuarial changes and other economic conditions. The actuaries is calculated based upon return two to three years ago.

The District's overall Unfunded Accrued Liability is approximately \$1,030,000 based upon the most recent Actuarial Valuation (dated June 2025). This amount changes and will never be at \$0.

Below is a chart that shows the UAL for the past seven years. This year Pers combined the amount for Classic and PEPBRA. By paying the lump sum, the UAL is discounted to \$85,796.

FY	Classic Pers	PEPBRA
2020-2021	\$ 24,057	\$ -
2021-2022	\$ 29,326	\$ -
2022-2023	\$ 42,555	\$ -
2023-2024	\$ 39,395	\$ -
2024-2025	\$ 55,378	\$ 1,211
2025-2026	\$ 72,035	\$ 2,669
2026-2027	\$88,665'	

This discussion is integral to the budget preparation as the funds to cover this UAL need to be programmed into the FY27 budget currently under development. The District has until July 31, 2025, deadline to pay off the UAL to avoid the amount accruing to the District's unfunded retirement obligation.

FISCAL IMPACT: Up to \$88,665

ACTION: Motion to approve the payment of UAL in an amount up to \$88,665

ATTACHMENTS: CalPERS Circular Letter dated July 3, 2025
Annual Valuation Cover letter as of July 2025

Home > Employers > Policies & Procedures > Circular Letters
> **Options to Pay the Unfunded Accrued Liability Lump Sum for the 2025
Fiscal Year**

Options to Pay the Unfunded Accrued Liability Lump Sum for the 2025 Fiscal Year

July 3, 2025

Circular Letter: 200-033-25

Topic: Financial

To: All Contracting Public Agencies

Purpose

The purpose of this Circular Letter is to announce the July 2025 receivables window to make a lump-sum prepayment of your required monthly unfunded accrued liability (UAL) and instructions on accepted payment methods.

Save 3.4% Interest by Prepaying Your Annual UAL in July

We want to make sure you are aware of this cost-saving payment option available to all California Public Employees' Retirement System (CalPERS) contracting agencies. If you make a lump-sum prepayment of your annual UAL in July, we will discount your annual payment by approximately 3.4% interest. When your contributions are invested early in the fiscal year (FY) it may provide a greater

potential of maximizing investment returns throughout the remainder of the year. Last year, nearly 77% of contracting agencies made a UAL lump-sum prepayment. We want to make sure you are aware of this payment option. **This incentive is exclusive to the month of July.**

Find Your Prepayment Amount

There are two ways to find your lump-sum prepayment amount. You can access your agency's most recent actuarial valuation report on the CalPERS website or you can contact your assigned actuary. The annual UAL prepayment amount is found on page 4 under required contributions of the report.

Payment Timing and Methods

Your UAL receivables for FY 2025-26 are available in myCalPERS beginning on July 1, 2025. Lump-sum UAL prepayments must be received and posted by CalPERS no later than July 31, 2025, or myCalPERS will automatically set up a 12-month payment plan. Payments should be made using one of the below methods.

Payment Method	Payment Instructions	Due Date
Electronic Funds Transfer (EFT) Debit	Log in to myCalPERS to make a payment. For lump-sum payments, enter the amount of the prepayment manually.	Payments should be received by Tuesday, July 29, 2025, date no later than Thursday, July 31, 2025.



**California Public Employees' Retirement System
Actuarial Office**

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 2025

**All Rate Plans of the Helendale Community Services District in the Miscellaneous Risk Pool (CalPERS ID: 1809345897)
Annual Valuation Report as of June 30, 2024**

Dear Employer,

Attached to this letter is Section 1 of the June 30, 2024, actuarial valuation report for the plan noted above. **Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2026-27.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the following rate plan(s) including the development of the current and projected employer contributions.
 - 7983, Miscellaneous Plan
 - 27014, PEPRA Miscellaneous Plan
- Section 2 contains the Miscellaneous Risk Pool information as of June 30, 2024.

Section 2 can be found on the CalPERS website (www.calpers.ca.gov). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2024.

Required Contributions

The table below shows the minimum required employer contributions and member contribution rates for FY 2026-27 along with an estimate of the required employer UAL contribution for FY 2027-28. **The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.**

Fiscal Year	Rate Plan	Employer Normal Cost Rate	Member Contribution Rate	Fiscal Year	Employer Amortization of Unfunded Accrued Liability	
2026-27	7983	15.28%	8.00%	2026-27	\$88,665	
	27014	7.93%	7.75%			
					<i>Projected (Estimated)</i>	
					2027-28	\$85,000

The actual investment return for FY 2024-25 was not known at the time this report was prepared. The projected UAL payment above assumes the investment return for that year would be 6.8%. To the extent the actual investment return for FY 2024-25 differs from 6.8%, the actual UAL contribution requirement for FY 2027-28 will differ from that shown above. For additional information on future contribution requirements, please refer to Projected Employer Contributions. This section also contains projected required contributions through FY 2031-32.

PEPRA Member Contribution Rate

The employee contribution rate for PEPRA members can change based on the results of the actuarial valuation. See Member Contribution Rates for more information.

Report Navigation Features

The valuation report has a number of features to ease navigation and allow the reader to find specific information more quickly. The tables of contents are "clickable." This is true for the main table of contents that follows the title page and the intermediate tables of contents at the beginning of sections. The Adobe navigation pane on the left can also be used to skip to specific exhibits.

There are a number of links throughout the document in blue text. Links that are internal to the document are not underlined, while underlined links will take you to the CalPERS website. Examples are shown below.

Internal Bookmarks	CalPERS Website Links
Required Employer Contributions	Required Employer Contribution Search Tool
Member Contribution Rates	Public Agency PEPPRA Member Contribution Rates
Summary of Key Valuation Results	Pension Outlook Overview
Funded Status – Funding Policy Basis	Interactive Summary of Public Agency Valuation Results
Projected Employer Contributions	Public Agency Actuarial Valuation Reports

Report Enhancements

Effective with the June 30, 2024, actuarial valuation, separate amortization schedules for each tier of benefits are no longer necessary. Multiple amortization schedules, and thus multiple Section 1 reports, have been combined. We believe this gives the employer a clearer picture of the pension plan's financial health and long-term costs.

Further descriptions of general changes are included in the Highlights and Executive Summary section and in Appendix A - Actuarial Methods and Assumptions in Section 2.

Questions

A CalPERS actuary is available to answer questions about this report. Other questions may be directed to the Customer Contact Center at **888 CalPERS** (or **888-225-7377**).

Sincerely,



Daniel Miller, ASA, MAAA
Senior Actuary, CalPERS



Randall Dziubek, ASA, MAAA
Deputy Chief Actuary, Valuation Services, CalPERS



Scott Terando, ASA, EA, MAAA, FCA, CFA
Chief Actuary, CalPERS



Helendale Community Services District

Date: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #6
Discussion and Possible Action Regarding Adoption of a Revised Surplus Equipment and Salvage Policy and Approve Request to Declare as Surplus Various District-Owned Equipment

STAFF RECOMMENDATION:

Staff requests approval from the Board.

STAFF REPORT:

Surplus Policy Revisions:

In 2008, the Board approved a policy for the disposal of District-owned assets which outlines the process to be followed when equipment and vehicles have exceeded their useful life or are no longer needed by the District. The Policy was last revised in 2021. Management has reviewed the policy and is proposing some non-substantive changes to provide clarity.

- Section 2: Expanded to provide clarity by expanded upon the option types.
- Section B3: lists scrap members as salvage
- Section 5B: Amount of salvage proceeds increased to \$8000 due to number of meters left to scrap.

Surplus Items:

Staff has determined that 3 items listed below should be surplus.

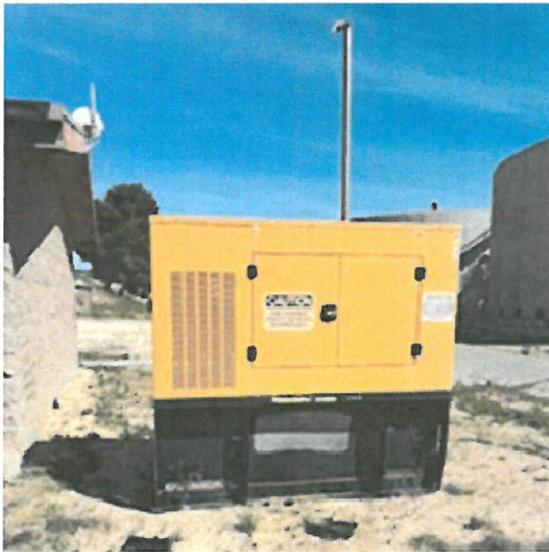
2008 Ford Ranger – vin# 1FTYR10D88PB07172 was used as chlorine truck, replaced with 2016 Chevy Colorado with 103,833 miles. No A/C, needs complete tune up. Bed damage and frame corrosion from chlorine spills and gases.



2003 Zieman trailer – vin# 1ZCT31E273ZP24813 No longer use trailer. We do not have any equipment big enough to haul it. Will need tires.



2001 Olympian D75P2 skid mounted generator – District acquired this generator in 2007 from City of Hesperia auction. District has never used this generator and it was determined that MDAQMD restrictions made it use infeasible. Unknown operational status. No keys.



If approved by the Board, Staff will dispose of the surplus items through GovDeals unless direct sale is approved for the trailer and generator.

FISCAL IMPACT: To be determined

POSSIBLE MOTION: Approve the surplus and disposal of the three items listed.

ATTACHMENTS: Vehicle Inventory information
Draft Surplus Equipment and Salvage Policy and Procedures
Redline Surplus Equipment and Salvage Policy and Procedures

Helendale Community Services District Vehicle and Equipment Inventory

210	200	5/19/2009	2008	Ford	Ranger Pickup Truck	1331575	2,963	1FTYR10D88PB07172	10,689.56
2011	200	5/4/2009	2003	Zieman	Flat BedTilt Deck Trailer	1295638	7500	1ZCT31E2732P24813	8,000.00

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Equipment and Salvage Policy and Procedures

Section 1. Purpose.

The purposes of this policy are to standardize the procedures for the disposal of surplus equipment, vehicles and salvage items of the Helendale Community Services District; and to set forth the duties and responsibilities of the General Manager and District staff in connection therewith.

Section 2. Definitions.

A) Inventorial Equipment – means District-owned free-standing equipment and vehicles with a useful life of more than two years and a purchase price of \$5,000 or more. Furnishings, computer equipment, portable radios and other electronics costing \$200 or more are inventoried for purposes of security and control and included in this category.

B) Inventorial Property – means any District-owned building, office, garage, facility, well, free-standing structure, water system, sewer system or exempt Surplus Land with recorded title, proof of purchase and ownership, letter of contribution, letter of transfer, or proof of self-construction and cost exceeding \$1.

C) Surplus Inventory – means any Inventorial Equipment that the District’s Board of Directors has determined to be no longer necessary or useful to the District.

D) Salvage – means any District reclaimed or discarded equipment, material, furniture or supply which only has residual value as scrap.

Section 3. Applicability.

This policy shall apply to the disposal of Surplus Inventory and Salvage by the District.

Section 4. Disposal of Surplus Inventory.

A) Determination

1. The District Board of Directors shall, upon presentation of documentation from the General Manager, determine if Inventorial Equipment or Inventorial Property is Surplus Inventory. The documentation presented by the General Manager shall list the Inventorial Equipment or Inventorial Property sought to be declared Surplus Inventory and shall include license, VIN number or other identifying serial number or property identification number, address or physical location, assessor parcel number, estimated book or trade-in value and property description.

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Equipment and Salvage Policy and Procedures

B) Disposal of Inventorial Equipment

1. **Trade-in.** When the Surplus Inventory involves a vehicle or equipment to be used as trade-in for a newer vehicle or piece of equipment, the property title shall be signed by the General Manager at the time of transfer or after and remanded to the buyer. The trade-in value of the vehicle or equipment shall be recorded and the sold equipment record kept for five years. Only the District Board of Directors shall have the authority to determine if Inventorial Equipment determined to be Surplus Inventory may be used as trade-in.

2. **Disposal or Sale.** The sale of Inventorial Equipment determined to be Surplus Inventory shall be by the means determined to garner the greatest monetary value. This could include:

Competitive Bid: District solicits bids for surplus item(s)

Auction: District holds auction on-site via sealed bids or verbal bids

Third Party Auction: Auction is hosted by a third party (i.e. Bid Fast; GovDeals, South Coast, etc.

Bidding Platform: District places item on public bid platform (i.e. Etsy, E-Bay, etc.)

Direct Sales: District accepts private bids for an item (i.e., equipment or vehicle)

If sold by Competitive bid or Direct Sale, the sale date, sale location, list of vehicles or equipment to be sold shall be advertised in a local paper, social media and/or trade publication and posted at the District offices and facilities at least ten days before the sale date. Employees, their immediate family or relatives, members of the Board of Directors, and hired consultants are prohibited from bidding during this process. Inventorial Equipment determined to be Surplus Inventory may be sold on Bidding Platform. In all circumstances, the bidder with the highest offer shall be deemed the successful bidder. In the event a minimum reserve amount has been established, that amount must be met.

a. If the advertised sale of Inventorial Equipment determined to be Surplus Inventory fails to generate a competitive bid, District employees may at this time submit sealed bids for any such items. The employee with the highest bid price shall be deemed the successful bidder.

b. If the offer of sale to employees fails to generate any bids, the Inventorial Equipment determined to be Surplus Inventory shall be sold for scrap or disposed of in a legal manner.

c. All sold or disposed Inventorial Equipment determined to be Surplus Inventory shall be removed from District property within 48 hours of the sale and title transfer unless otherwise agreed by the General Manager and successful bidder.

d. Proceeds of the sale of Inventorial Equipment determined to be Surplus Inventory shall be posted to each fund from which the surplus originated .

3. **Salvage.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property has no reasonable resale value, the General Manager may consider such property Salvage and proceed with the disposal thereof pursuant to Section 6 below. Scrap meters are considered salvage.

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Equipment and Salvage Policy and Procedures

4. **Donation.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property is obsolete with no reasonable resale or salvage value, the General Manager may, upon prior approval of the District's Board of Directors, donate such property to another governmental agency or to a certified local non-profit organization that is eligible to receive such items from the District and which provides benefits to the constituents within the District's service area.

C). Disposal of Inventorial Property.

1. The District Board of Directors shall upon presentation of documentation from the General Manager determine if any Inventorial Property is Surplus Inventory. The Board shall provide guidance to the General Manager as to how to the method of disposal of the property, as outlined in Section B(2), or other such method as determined by the Board and General Manager.

2. The District's Board of Directors may authorize the General Manager to hire consultants, or other professional service providers, as necessary, to assist with the sale or disposal of Inventorial Property determined to be Surplus Inventory.

3. Proceeds from the sale of Inventorial Property determined to be Surplus Inventory shall be posted to each fund from which the surplus originated, unless otherwise directed by the District Board of Directors.

Section 5. Disposal of Salvage.

A) Unless otherwise prohibited by law, the General Manager, from time to time, may authorize the sale of Salvage items. Salvage items determined to be surplus, may be sold to recycle centers, other agencies, private businesses, public or private organizations, or non-profit organizations.

B) Proceeds from the sale of Salvage items shall go to the employee benefit and morale fund to offset costs of employee morale and incentive programs to a maximum of \$8,000.00 per fiscal year.

C) Funds received from the sale of Salvage items shall be posted to the Salvage and Scrap Sales account in the General Fund. Employee expenses paid shall be posted to the Employee Benefit and Morale Expense account. The balance remaining shall be kept in a separate spreadsheet and the balance and account activity reported to the General Manager as requested.

Section 6. Extent of Authorization.

A) The District Board of Directors and the General Manager, to the limited extent expressly set forth herein, are the only parties authorized to sell Surplus Inventory and Salvage. No other District employee shall sell or donate any District vehicles, equipment, furniture or material without the express written authorization of the Board of Directors.

B) Unauthorized removal, disposal, or expropriation of any District-owned Inventorial Equipment, regardless of estimated value, constitutes a breach of District policy and could be construed as misappropriation of public funds.

**HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Equipment and Salvage Policy and Procedures**

Section 1. Purpose.

The purposes of this policy are to standardize the procedures for the disposal of surplus equipment, vehicles and salvage items of the Helendale Community Services District; and to set forth the duties and responsibilities of the General Manager and District staff in connection therewith.

Section 2. Definitions.

A) Inventorial Equipment – means District-owned free-standing equipment and vehicles with a useful life of more than two years and a purchase price of \$5,000 or more. Furnishings, computer equipment, portable radios and other electronics costing \$200 or more are inventoried for purposes of security and control and included in this category.

B) Inventorial Property – means any District-owned building, office, garage, facility, well, free-standing structure, water system, sewer system or exempt Surplus Land with recorded title, proof of purchase and ownership, letter of contribution, letter of transfer, or proof of self-construction and cost exceeding \$1.

C) Surplus Inventory – means any Inventorial Equipment that the District's Board of Directors has determined to be no longer necessary or useful to the District.

D) Salvage – means any District reclaimed or discarded equipment, material, furniture or supply which only has residual value as scrap.

Section 3. Applicability.

This policy shall apply to the disposal of Surplus Inventory and Salvage by the District.

Section 4. Disposal of Surplus Inventory.

A) Determination

1. The District Board of Directors shall, upon presentation of documentation from the General Manager, determine if Inventorial Equipment or Inventorial Property is Surplus Inventory. The documentation presented by the General Manager shall list the Inventorial Equipment or Inventorial Property sought to be declared Surplus Inventory and shall include license, VIN number or other identifying serial number or property identification number, address or physical location, assessor parcel number, estimated book or trade-in value and property description.

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus ~~Equipment~~Property and Salvage Policy and Procedures

B) Disposal of Inventorial Equipment

1. **Trade-in.** When the Surplus Inventory involves a vehicle or equipment to be used as trade-in for a newer vehicle or piece of equipment, the property title shall be signed by the General Manager at the time of transfer or after and remanded to the buyer. The trade-in value of the vehicle or equipment shall be recorded and the sold equipment record kept for five years. Only the District Board of Directors shall have the authority to determine if Inventorial Equipment determined to be Surplus Inventory may be used as trade-in.

2. **Disposal or Sale.** The sale of Inventorial Equipment determined to be Surplus Inventory shall be by the means determined to garner the greatest monetary value. This could include:

Competitive Bid: District solicits bids for surplus item(s)

Auction: District holds auction on-site via sealed bids or verbal bids

Third Party Auction: Auction is hosted by a third party (i.e. Bid Fas; GovDeals, South Coast, etc.

Bidding Platform: District places item on public bid platform (i.e. Etsy, E-Bay, etc.)

Direct Sales: District accepts private bids for an item (i.e., equipment or vehicle)

~~competitive bid, auction, E Bay sale or advertisement in the local newspaper miscellaneous advertisements.~~

If sold by Competitive bid or Direct Sale, the sale date, sale location, list of vehicles or equipment to be sold shall be advertised in a local paper, social media and/or trade publication and posted at the District offices and facilities at least ten days before the sale date. Employees, their immediate family or relatives, members of the Board of Directors, and hired consultants are prohibited from bidding during this ~~first~~ process. Inventorial Equipment determined to be Surplus Inventory may be sold on E-bay Bidding Platform ~~after a minimum reserve amount has been established~~. In all circumstances, the bidder with the highest ~~bid offer price~~ shall be deemed the successful bidder. In the event a minimum reserve amount has been established, that amount must be met.

a. If the advertised sale of Inventorial Equipment determined to be Surplus Inventory fails to generate a competitive bid, District employees may at this time submit sealed bids for any such items. The employee with the highest bid price shall be deemed the successful bidder.

b. If the offer of sale to employees fails to generate any bids, the Inventorial Equipment determined to be Surplus Inventory shall be sold for scrap or disposed of in a legal manner.

c. All sold or disposed Inventorial Equipment determined to be Surplus Inventory shall be removed from District property within 48 hours of the sale and title transfer unless otherwise agreed by the General Manager and successful bidder.

d. Proceeds of the sale of Inventorial Equipment determined to be Surplus Inventory shall be posted to each fund from which the surplus originated.

3. **Salvage.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property has no reasonable resale value, the General Manager may consider such property

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus ~~Equipment~~Property and Salvage Policy and Procedures

Salvage and proceed with the disposal thereof pursuant to Section 6 below. Scrap meters are considered salvage.

4. **Donation.** If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property is obsolete with no reasonable resale or ~~Salvage~~salvage value, the General Manager may, upon prior approval of the District's Board of Directors, donate such property to another governmental agency or to a certified local non-profit organization that is eligible to receive such items from the District and which provides benefits to the constituents within the District's service area.

C). Disposal of Inventorial Property.

1. The District Board of Directors shall upon presentation of documentation from the General Manager determine if any Inventorial Property is Surplus Inventory. The Board shall provide guidance to the General Manager as to how to the method of disposal ~~dispose~~ of the property, ~~whether by competitive bid, auction, demolition, scrap or trade as outlined in Section B(2),~~ or other such method as determined by the Board and General Manager.

2. The District's Board of Directors may authorize the General Manager to hire ~~property~~ consultants, ~~real estate agents, appraisers,~~ or other professional service providers, as necessary, to assist with the sale or disposal of Inventorial Property determined to be Surplus Inventory.

3. Proceeds from the sale of Inventorial Property determined to be Surplus Inventory shall be posted to ~~the~~ each fund from which the surplus originated, unless otherwise directed by the District Board of Directors.

Section 5. Disposal of Salvage.

A) Unless otherwise prohibited by law, the General Manager, from time to time, may authorize the sale of Salvage items. Salvage items determined to be surplus, may be sold to recycle centers, other agencies, private businesses, public or private organizations, or non-profit organizations.

B) Proceeds from the sale of Salvage items shall go to the employee benefit and morale fund to offset costs of employee morale and incentive programs to a maximum of ~~\$1,000.00 per quarter or~~ \$48,000.00 per fiscal year.

C) Funds received from the sale of Salvage items shall be posted to the Salvage and Scrap Sales account in the General Fund. Employee expenses paid shall be posted to the Employee Benefit and Morale Expense account. The balance remaining shall be kept in a separate spreadsheet and the balance and account activity reported to the General Manager ~~on a monthly basis as requested.~~

Section 6. Extent of Authorization.

A) The District Board of Directors and the General Manager, to the limited extent expressly set forth herein, are the only parties authorized to sell Surplus Inventory and Salvage. No other

HELENDALE COMMUNITY SERVICES DISTRICT
Surplus Equipment~~Property~~ and Salvage Policy and Procedures

District employee shall sell or donate any District vehicles, equipment, furniture or material without the express written authorization of the Board of Directors.

B) Unauthorized removal, disposal, or expropriation of any District-owned Inventorial Equipment, regardless of estimated value, constitutes a breach of District policy and could be construed as misappropriation of public funds.



Helendale Community Services District

Date: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #7
Discussion and Possible Action Regarding Action Regarding Request to Purchase District Surplused Equipment

STAFF RECOMMENDATION:

Staff seeks input from the Board regarding this item.

STAFF REPORT:

The previous item on this agenda requested to surplus certain equipment owned by the District. The District has received requests to purchase the Zeiman Trailer and the Generator.

Several times in the past, the Board has approved the direct sale of surplus items. This saves staff time setting up the auction and results in potentially more money coming to the District because no auction fees are deducted. Staff estimates a fair resale value from looking at past auctions, Craigslist, etc.

For the generator, Staff estimates the resale value to be somewhere between \$3,000-\$4,000. Attached is a spreadsheet from the Richie Brothers Auction sales for running generators. The direct sale offer is from Kurt Carlson in the amount of \$4350.

The market estimate for the 2003 Zieman trailer is between \$2500-\$3000. The trailer does not have air brakes. The direct sale offer is from Lee Graham in the amount of \$3000.

FISCAL IMPACT: As outlined in the staff report

POSSIBLE MOTION: A motion to approve proposed purchase of surplused equipment by Kurt Carlson and Lee Graham

ATTACHMENTS: List of generator sales

Below is a list from Ritchie bros auctions of similar units sold.

<u>Model</u>	<u>Yr</u>	<u>State</u>	<u>Portable</u>	<u>Skid</u>	<u>KW</u>	<u>Price</u>
GENERAC	86	Ca	X		250	\$2,100.00
CAT	97			X	500	\$3,500.00
CAT	90			X	75	\$3,000.00
CUMM	92	MO		X	400	\$22,000.00
CAT	96	TX		X	375	\$9,250.00
CAT	2000	FL		X	200	\$6,750.00
GEN	92	CA		X	150	\$4,750.00
MQ	98	NV	X		150	\$7,250.00
ONAN	98	FL	X		125	\$3,500.00
MULTI	2000	CA	X		125	\$8,250.00
CAT	90	AZ	X		175	\$8,250.00
GEN	92	NV	X		125	\$4,000.00
GEN	93	NV	X		125	\$4,000.00
CAT	88	IL	X		175	\$2,100.00
MULTI	96	TX	X		60	\$3,500.00
ONAN	93	MD		X	300	\$9,750.00
GEN	95	GA		X	125	\$1,900.00
GEN	92	CA		X	75	\$3,500.00



Helendale Community Services District

Date: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
BY: Cheryl Vermette, Administrative Services Manager
SUBJECT: Agenda item #8
Discussion Only Regarding Park Capital Improvement Plan (CIP) Review

STAFF RECOMMENDATION:

Staff seeks input from the Board.

STAFF REPORT:

The Park Department is funded through the Board's discretionary revenues and provides services that directly interface with the community. As such, the Board has historically provided guidance regarding priorities and long-term planning for park programs, amenities, and facility improvements. This agenda item is intended to provide the Board with an opportunity to discuss and provide direction regarding its vision and priorities for the Park Department moving forward.

Staff is seeking guidance from the Board regarding long-term priorities for the Park Department, including facility development, programming, and community services.

Staff recognizes that park funding is limited and that capital improvements, programming expansion, and facility enhancements must be carefully prioritized within available resources. As such, Board input is important to ensure that future planning efforts align with the Board's policy direction, community needs, and the District's financial capacity.

Community Center Gym & Sr Center: Previously, the District applied for a park grant that included specific design requirements. In order to meet those requirements. A rendering of that conceptual plan is included below for reference. It is important to note that several elements included in the design were incorporated specifically to meet grant eligibility requirements and would likely not be included if the District were funding the project independently. Staff believes that the full park complex as envisioned in the conceptual plan would only be feasible if significant external grant funding were secured.

At the same time, there remains an ongoing need for indoor recreation space that would support the District's existing programming. The District's youth basketball season recently concluded, and the program relied heavily on access to a privately owned facility within the community for practices. The availability of that facility for future seasons is uncertain. Currently, the District utilizes the high school gymnasium on Saturdays for games and on Sundays for open gym activities.

A District-owned gymnasium could provide greater program stability and create opportunities to expand recreational programming for the community.

Additionally, staff recognizes the potential benefit of providing the Senior Center with a dedicated facility rather than continuing to operate within Unit C. A purpose-built space could allow for a more welcoming environment and provide additional opportunities for senior programming and community gathering.

Staff is also exploring potential external funding opportunities that may support community facility development.

Staff is seeking Board input regarding whether the concept of a gymnasium and senior center facility is something the Board may be interested in exploring further as part of the District's long-term park planning efforts.

General Background: Each year as part of the budget development process the capital improvement plans (CIP) for each of the Departments are reviewed with the Board. These plans outline proposed capital expenditures which includes both equipment and infrastructure improvements. It is important to note that approval of the CIP does not constitute approval for the capital expenditures as each capital project over the General Manager's signing authority is brought to the Board for a separate discussion and approval. The CIP is a guide for anticipated expenses, not the approval for these expenditures.

Attached, for the Board's review, is the draft FY2027 Capital Improvement Plan for Park with the current fiscal year projects included for reference. This will be the starting point for a more comprehensive discussion on the possible capital needs of the Park operation over the next five years. Staff will review each line item for the proposed Capital Improvement Plan (CIP) with the Board and provide detailed explanation at the Board meeting.

The CIP outlines the possible year in which a capital need is scheduled, however, these projections are often aggressive, and the timelines are modified each year as unfinished projects are pushed ahead and new capital needs are identified. Further, operational necessity can also increase the priority of a project causing it to be moved forward as needed. The project costs reflected in the CIP are Staff's best guesstimate at this time.

FISCAL IMPACT: As estimated in the CIP spreadsheet

POSSIBLE MOTION: None

ATTACHMENTS: DRAFT Park CIP

Park CIP FY26-FY30

Project List	FY 2026	FY 2027	FY2028	FY 2029	FY 2030	FY 2031	Grant Only	
1 Electronic Gate	\$ 25,000							Increased. Will be completed FY26
2 Community Center Card Lock	\$ 10,000							Will be completed March 2026
3 Ride on Lawnmower	\$ 4,000							Will be complete FY26
4 Leaf and Lawn Vacuum	\$ 3,500							Will be complete FY26
5 Community Center Parking Lot Lights	\$ 10,000							Will be completed with solar lights
6 DG Walking Path Memorial Grove	\$ 60,000							In-house
7 Epoxy Floors in Park Bathrooms	\$ 3,000				\$ 100,000			
8 Sewer replacement Community Center								Safety issue
9 Community Center Parking Lot Resurfacing	\$ 20,000	\$ 20,000						
10 Community Center HVAC Unit D		\$ 20,000						
11 Stadium seating (towable)	\$ 30,000	\$ 30,000						Home Team side
12 Building for Basketball Court and Sr Center	\$ 5,000,000							
13 Parking Lot Lighting (Wild Road) using LED/Solar		\$ 20,000	\$ 20,000					Some lights have been installed
14 Additional Playground Features							\$20,000	
15 Improvements to Unit D				\$ 65,000				Only if office is moved
16 Parking Lot at Community Park						\$ 500,000		
17 Solid Surfacing at Wild Rd playground							\$100,000	
18 Lighting for Baseball Fields							\$500,000	
19 New Flooring Community Center					\$ 30,000			
	\$ 45,500	\$ 5,120,000	\$ 40,000	\$ 65,000	\$ 130,000	\$ 500,000	\$ 620,000	



Helendale Community Services District

DATE: March 17, 2026
TO: Board of Directors
FROM: Kimberly Cox, General Manager
SUBJECT: Agenda item #9
Discussion and Possible Action Regarding Consideration and Approval to Open a New Bank Account at Global Credit Union and Amend Authorized Signers on an Existing Citizens Business Bank Account

STAFF RECOMMENDATION:

Staff recommends approval of this item.

STAFF REPORT:

Staff is requesting approval to open a new bank account with Global Credit Union for Thrift Store deposits and to update the list of authorized signers on the Districts existing Citizens Business Bank (CBB) account.

Opening a new account at Global Credit Union will provide additional banking flexibility due to their hours. Establishing this account requires formal authorization from the Board of Directors, including designation of approved signers. Additionally, changes in leadership and Board members requires an update to authorized signers on the existing Citizens Business Bank account.

The following staff and board members will be added to the signature card for both Citizens Business Bank and Global Credit Union:

Ron Clark, President – add as a signer to Global Credit Union, already a signer on CBB
George Cardenas, Vice President - add as a signer to Global Credit Union, already a signer on CBB
Gail Guinn, Board Member – add as a signer to both Global Credit Union and CBB
Artie Devries, Board Member - add as a signer to both Global Credit Union and CBB
Billy Rosenberg, Board Member – add as a signer to both Global Credit Union and CBB
Cheryl Vermette, District Treasurer – add as a signer to both Global Credit Union and CBB

If approved, staff will proceed with required banking documentation.

FISCAL IMPACT: None

POSSIBLE MOTION: Approve opening a checking account at Global Credit Union for thrift store deposits and designate signers and update the signature card for CBB as outlined in the staff report.

ATTACHMENTS: None