



BOARD OF DIRECTORS REGULAR MEETING AGENDA

Kelly J. Gregg *President*

James Roberts III *Vice President*

Jose Gonzalez *Director*

Shawna Irish *Director*

Roman Aguilar III *Director*

Robert Hernandez *Acting General Manager*

HESPERIA RECREATION AND PARK DISTRICT

Wednesday, August 14, 2024 - 6:00 P.M.

Lime Street Park Community Center

16292 Lime Street, Hesperia, CA 92345

AGENDA

CALL TO ORDER

- a. Roll Call
- b. Approval of Agenda

FLAG SALUTE

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

Welcome to this Board of Directors Meeting. The Board encourages public participation. If you desire to address the Board on any District-related matter or item on the Agenda, you are asked to please fill out one of the speaker forms in the back of the meeting room and turn it in to the General Manager. When called upon, please come forward, and state your name and address (if you wish) before addressing the Board. Please limit your comments to five minutes per speaker.

Please note that if you address the Board on items NOT on the Agenda, the Brown Act does not allow discussion of such items. Therefore, the Board may only do the following: refer the matter to staff, ask for additional information, request a report back, or give a very limited factual response.

CONSENT ITEMS

The following items are expected to be routine and non-controversial and will be acted upon by the Board at one time without discussion, unless a Board member requests that an item be removed from the consent agenda and held for discussion.

- A. Approval of Minutes from July 24, 2024
- B. Bracy Hawkins Law Group Invoice

PULLED CONSENT ITEMS

DISCUSSION/ACTION ITEMS

- C. **Discussion/ Action Item:** Review and approve the new AT&T lease for the Cell Tower at Hesperia Community Park
- D. **Discussion/ Action Item:** Aries Advisors is requesting permission to add our cell towers to a database for potential sub leasing opportunities
- E. **Discussion/ Action Item:** Human Resources Contract Services Updates
- F. **Discussion/Action Item:** El Dorado Broadcasters Co-Sponsorship Agreement - Hesperia Fall Festival and Car Show
- G. **Discussion/ Action Item:** El Dorado Broadcasters Co-Sponsorship Agreement - Dieciseis de Septiembre
- H. **Discussion/ Action Item:** Approval of updated General Manager Contract
- I. **Discussion/ Action Item:** Reschedule the September 11th Board of Directors Meeting
- J. **Discussion/ Action Item:** Review and Approve the Paint Colors for the Solar Projects
- K. **Discussion/ Action Item:** Review HUSD Contract for HRPD Vehicle Services
- L. **Discussion/ Action Item:** Review and Approval of Grant Writing Services Agreement
- M. **Discussion/ Action Item:** Create an Ad Hoc Committee for City Relations
- N. **Discussion/ Action Item:** Review of updated purchasing/procurement policy
- O. **Discussion/ Action Item:** Revise the Board and Management Travel Reimbursement Policy
- P. **Discussion/ Action Item:** Revise the current District Investment Policy
- Q. **Discussion/ Action Item:** Axon Office Safety Plan Program

CORRESPONDENCE/WRITTEN COMMUNICATION

GENERAL MANAGER REPORT

BOARD MEMBER REPORTS

Standing Committees:

Foundation – Gonzalez/Irish
Safety, Security, and Maintenance – Gregg/Roberts
Recreation – Roberts/ Irish
Personnel – Gregg/ Aguilar
Finance – Aguilar/Gregg
Event – Irish/Aguilar
Development – Gregg/Roberts
Policy Review – Aguilar/ Gregg
Tri-Agency – Aguilar/Gonzalez (no meeting held)

Other:

Association of the San Bernardino County Special Districts

BOARD MEMBER COMMENTS

CLOSED SESSION ITEMS

- A. **Conference with Legal Counsel – Existing Litigation:** Pursuant to Government Code §54956.9
- Kyle Woolley vs. Hesperia Recreation and Park District et. al
- R. **Conference with Legal Counsel -** Anticipated litigation § 54956.9(d)(4)
- 3 items

REPORT FROM CLOSED SESSION, IF ANY

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for August 28, 2024, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

It is the intent of the Hesperia Recreation and Park District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Hesperia Recreation and Park District will attempt to accommodate you in every reasonable manner. Please contact the District Office at (760) 244-5488, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Board Meeting documents can be reviewed by the public at the District Office, 16292 Lime Street, Hesperia, CA - Monday through Friday, 8:30 a.m. to 5:00 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: August 9, 2024, **PHONE:** (760) 244-5488
FROM: FRANCES SCHAUWECKER, EXECUTIVE DISTRICT CLERK
Hesperia Recreation and Park District
TO: BOARD OF DIRECTORS
Hesperia Recreation and Park District
SUBJECT: EXPANDED AGENDA INFORMATION FOR REGULAR BOARD
MEETING 8/14/2024

DISCUSSION/ACTION ITEMS

C. **Discussion/ Action Item:** Review and approve the new AT & T Lease for Cell Tower at Hesperia Community Park

Background: Aries Advisors is currently working to install cellphone towers at 4 HRPD locations. The current lease for Hesperia Community Park has expired and an updated lease approved.

Recommendation: Approve the updated lease agreement

Reference Materials Included In Tab: **YES** **NO**

1. Updated Lease Agreement
2. Site Map

D. **Discussion/ Action Item:** Aries Advisors is requesting permission to add our cell tower locations to a database of available cell tower locations.

Background: Aries Advisors is presenting an opportunity for HRPD to generate additional income by adding our cell tower locations to a database of available cell tower locations. The database is utilized by other businesses in need of cell tower locations. This would potentially generate more income by “subleasing” the cell tower locations.

Recommendation: Approval of the Board to add listings to the database.

Reference Materials Included In Tab: **YES** **NO**

E. **Discussion/ Action Item:** Human Resources Contract Services Update

Background: Paychex is offering different levels of service as compared to the original estimate received. They can handle Payroll in addition to Human Resources services. Accepting the change will free up staff who are currently “filling in” to handle these roles.

Recommendation: Review the two options for service and approve one of the contracts.

Reference Materials Included In Tab: **YES** **NO**

1. Quote for three years of Human Resources and Payroll Services
2. Quote for one year of Human Resources and Payroll Services
3. List of managed services

F. Discussion/ Action Item: El Dorado Broadcasters Co-Sponsorship Agreement – Hesperia Fall Festival and Car Show

Background: The recreation department has been working to partner with El Dorado Broadcasting to collaborate on future events including the Fall Festival. They offer several levels of service and can reach our target market in ways we cannot. Please review the attached agreement for services and for collaboration on the Fall Festival.

Recommendation: Review and approve the Co-Sponsorship agreement

Reference Materials Included In Tab: **YES** **NO**

1. Co-Sponsorship agreement for Hesperia Fall Festival
2. Promotional value of Co-Sponsorship for last year’s Fall Festival
3. Donations from El Dorado Broadcasters for Trunk or Treat

G. Discussion/ Action Item: El Dorado Broadcasters Co-Sponsorship Agreement – Dieciseis de Septiembre

Background: The recreation department has been working to partner with El Dorado Broadcasting to collaborate on future events including the Dieciseis de Septiembre. They offer several levels of service and can reach our target market in ways we cannot. Please review the attached agreement for services and for collaboration on the Fall Festival.

Recommendation: Review and approve the Co-Sponsorship agreement

Reference Materials Included In Tab: **YES** **NO**

1. Co-Sponsorship Agreement for Dieciseis de Septiembre
2. Receipt for VV Rotary Club Beer sales from last year’s event

H. Discussion/Action Item: Amend the General Manager Contract

Background: The current rate for the General Manager’s salary needs to be adjusted by \$11.20, so it may be easily divisible for payroll purposes.

Recommendation: Review and Approval the Amended Contract

Reference Materials Included In Tab: **YES** **NO**

1. Amended Contract

I. Discussion/Action Item:

Background: The Board has previously reviewed the budget for the purchase of these items.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Memo re: Axon Officer Safety Plan Program

J. Discussion/Action Item: Review and Approve the Paint Colors for the Solar Projects

Background: As we move closer to breaking ground on the various solar projects, Site Logiq is looking for direction on color selection.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Request for Information regarding colors for solar project from Site Logiq

K. Discussion/Action Item: Review HUSD Contract for HRPD Vehicle Services

Background: HRPD would like to partner with HUSD for vehicle maintenance services. HUSD has in house repair shops and giving them the contract for vehicle maintenance will save the HRPD time and money.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Agreement for Maintenance Services

L. Discussion/Action Item: Review and Approval of Grant Writing Services Agreement

Background: The General Manager found an individual who will be able to help procure grant funding for the District. The grant writer may have access to grants not traditionally available to the District such as after school programs. The contract states no fees are due until the grant is funded.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Grant Writing Services Agreement

M. Discussion/Action Item: Create an Ad Hoc Committee for City Relations

Background: As we move closer to breaking ground on the various solar projects, Site Logiq is looking for direction on color selection.

Recommendation: Direction of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Request for Information regarding colors for solar project from Site Logiq

N. Discussion/Action Item: Review of updated purchasing/procurement policy

Background: The finance manager has updated our current purchasing/procurement policy as directed in the Policy Review Committee Meeting.

Recommendation: Review of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. HRPD Procurement Policy

O. Discussion/Action Item: Revise the Board and Management Travel Reimbursement Policy

Background: The finance manager has updated our current Board and Management Travel Reimbursement policy as directed in the Policy Review Committee Meeting.

Recommendation: Review of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. HRPD Board Compensation-Reimbursement Policy

P. Discussion/Action Item: Revise the current District Investment Policy

Background: The finance manager has updated our current District Investment Policy as directed in the Policy Review Committee Meeting.

Recommendation: Review of the Board.

Reference Materials Included In Tab: **YES** **NO**

P. Discussion/Action Item: Axom Office Safety Plan Program

Background: The Board has previously reviewed the budget for the purchase of these items. This is a time sensitive matter as the current equipment we have on hand is close to being outdated. The proposal expires on the 30th includes replacement of outdated equipment.

Recommendation: Review and direction of the Board.

Reference Materials Included In Tab: **YES** **NO**

1. Memo regarding Axom Officer Safety Plan Program

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
July 24, 2024**

MINUTES

CALL TO ORDER

The Hesperia Recreation and Park District Board of Directors Regular Meeting was called to order by President Gregg at 6:01 p.m., at the Lime Street Park Community Center, located at 16292 Lime Street, Hesperia, CA 92345.

ROLL CALL

ATTENDANCE

| | |
|-----------------------|---|
| BOARD PRESENT: | Aguilar, Roberts, Gonzalez, Gregg, Irish |
| BOARD ABSENT: | None |
| STAFF PRESENT: | Hernandez, Schauwecker, Varner, Hauser, Artola, Louie |
| OTHERS: | Dimetra Jackson (via teleconference), James Blocker, Ken Nowiki |

APPROVAL OF AGENDA

President Gregg requested Items E & O and pulled Item I for next meeting. & P. to say, "Discussion/ Action,"

It was moved by President Grgg and seconded by Director Gonzalez to approve the Agenda with the changes. The motion passed by the following roll call vote:

| | |
|-----------------|--|
| AYES: | Aguilar, Roberts, Gonzalez, Irish, Gregg |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

FLAG SALUTE

The Flag Salute was led by Director Gonzalez.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

Mr. Ken Nowiki of Hesperia American Little League wanted to say thank you to the Board of Direcotrs for all of their support thoughout the season. Also to staff for working on the field to get things ready. He feels we have a greatrelationship between their group and the District.

CONSENT ITEMS

A. Approval of Minutes of Special Meeting, July 10, 2024

B. Claims for Payment

C. Adoption of Ordinance No. 2024-01 Second Reading and Adoption of Ordinance No. 2024-01 of the Hesperia Recreation and Park District Levying Special Tax Within Community Facilities District

MOTION: It was moved by Vice President Roberts and seconded by Director Irish to approve Consent Items A. and Move items B., and C to Discussion/ Action items. The motion passed by the following roll call vote:

AYES: Gonzalez, Irish, Aguilar, Roberts, Gregg
NOES: None
ABSENT: None
ABSTAIN: None

PULLED CONSENT ITEMS

Item B: Claims for Payment: President Gregg would like this item moved from consent items, to Discussion/ Action items, so the board can review the invoices BEFORE the items are paid.

MOTION: It was moved by Director Aguilar and seconded by Director Gonzalez to approve Item B. The motion passed by the following roll call vote:

AYES: Aguilar, Gonzalez, Irish, Roberts, Gregg
NOES: None
ABSENT: None
ABSTAIN: None

Item C: Adoption of Ordinance No. 2024-01 Second Reading and Adoption of Ordinance No. 2024-01 of the Hesperia Recreation and Park District Levying Special Tax Within Community Facilities District

MOTION: It was moved by Director Aguilar and seconded by President Gregg to approve the adoption of the ordinance. The motion passed by the following roll call vote:

AYES: Aguilar, Gonzalez, Irish, Roberts, Gregg
NOES: None
ABSENT: None
ABSTAIN: None

DISCUSSION/ACTION ITEMS

D. Public Hearing: Approval of FY2024/ 2025 Foundation Budget

The public hearing was opened at 6:21pm

Member of the public wishing to speak: Yes, James Blocker, Chairman of the HARD Foundation would like to add funds to the scholarships category. He feels that they should

add a scholarship category for home schools. President Gregg agrees to budget in an additional \$1500.00 for inclusion of home schools.

Vice President Robert confirmed that there were no other members of the public wishing to speak.

The public hearing was closed at: 6:23pm

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve the FY 2024/2025 Foundation Budget. The motion passed by the following roll call vote:

AYES: Gonzalez, Irish, Aguilar, Roberts, Gregg

NOES: None

ABSENT: None

ABSTAIN: None

E. Public Hearing: Approval of FY2024/2025 Final District Budget

The Public hearing was opened at 6:28pm

Vice President Roberts confirmed that there were no members of the public wishing to speak.

The Public hearing closed at 6:29pm

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve the FY 2024/2025 District Budget. The motion passed by the following roll call vote:

AYES: Aguilar, Roberts, Gonzalez, Irish, Gregg

NOES: None

ABSENT: None

ABSTAIN: None

F. Discussion/Action Item: Review and Approve PERMA Payment for Insurance

MOTION: It was moved by Director Aguilar and seconded by President Gregg to approve the PERMA Invoice for payment. The motion passed by the following roll call vote:

AYES: Aguilar, Roberts, Gonzalez, Irish, Gregg

NOES: None

ABSENT: None

ABSTAIN: None

G. Discussion/Action Item: Update and approval of Granicus annual membership

MOTION: It was moved by Director Aguilar and seconded by Director Gonzalez to approve the second year membership with Granicus. The motion passed by the following roll call vote:

AYES: Roberts, Gonzalez, Gregg, Irish, Aguilar

NOES: None

ABSENT: None

ABSTAIN: None

Meeting Recessed for 5 mins at 7:31pm

Meeting reconvened at 7:37pm

H. Discussion/Action Item: Review and Approve Invoices from JL Group, LLC

MOTION: No motion was made. Item will be sent to legal for review before payment is approved.

I. Discussion/Action Item: Axom Office Safety Plan Program

Item to be tabled for another meeting.

MOTION: No motion was made. Item was tabled to another meeting.

J. Discussion/Action Item: Review of agreements with El Dorado Broadcasting

MOTION: No motion was made. Item was tabled to the next meeting.

K. Discussion/Action Item: Amend the General Manager's Contract

MOTION: It was moved by President Gregg and seconded by Director Aguilar to approve Item M. The motion was rescinded.

MOTION: No motion was made. Item was tabled to the next meeting.

L. Discussion Item: Datura Lot Update

- Mr. Varner gave an update on the demolition of the house and asbestos removal.

M. Discussion Item: Update on the Progress on Projects with the Kya Group.

- Mr. Varner gave updates on the skate park, as well as the design for the restrooms, and splash pad. Mr. Varner also mentioned we are waiting for permits for the roof at the epicenter.

N. Discussion Item: Update on Status of Current Grants

- Mr. Hernandez gave updates on the status of the grant projects. Staff is working with Vendors to complete the needed status forms for the State. Also President Gregg gave updates on potential grants with the the Rojas Group. There are various grants that Rojas will be working on, there should be an update on those grants in September.

O. Discussion Item: Clarify the Rodeo Budget to Distinguish between Approved Budget and Sponsorships.

- Matter moved to after section K. Since chariman Blocker was in the audience, he asked if we had any questions. The board would also like to see actual totals for the Rodeo. It was also discussed that the Foundation is responsible for generating the closing report. Mr. Blocker also updated the Board of Directors on his current and potential contributors.

P. Discussion Item: Potential benefits of Moving free events to Hesperia Lake Park.

- Ms. Hauser gave an update on the movies & concerts in the park. Mr. Hernandez gave comments on the nuances of moving to another company.

GENERAL MANAGER/STAFF REPORTS - The General Manager will report on the following topics, report on committees, or other activities.

- a. Recreation Programs
- b. Lake
- c. Parks Division
- d. Park Ranger
- e. Marketing
- f. General Manager - Mr. Hernandez highlighted the many projects we are working on. Namely integrating payroll with our Tyler accounting program. He also gave updates on the repair work being done with KYA. Mr. Hernandez also gave updates on our social media outlets, having been hacked. Lastly, Mr Hernandez mentioned working with kids from Kids Kamp to work on posters for the new signs over at Timberlane Park.

BOARD MEMBER COMMENTS

- g. Director Aguilar commented on the Timberlane Dog Park Ribbon Cutting. He thanked staff for putting it together and noted that there still aren't trash cans. He's looking forward to more.
- h. Director Irish is looking forward to projects. She thanked the staff for the ribbon cutting.
- i. Director Gonzalez commented that things are moving along. He's glad to meet the new council, and encouraged all to stay positive and move forward.
- j. Vice President Roberts inquired about the Timberlane Dog Park size and amenities.
- k. President Gregg stated that the Board needs to sign off on completion of projects. He's embarrassed the Board tabled seven items. He inquired about the Executive

Advisor position, and requested an update on the Olive Tree project and timeclocks. He advised on the Board Packet completion and expressed that the Timberlane Dog Park is small. He welcomed the new council.

Meeting recessed from open session at 8:40 p.m.
Meeting reconvened into closed session at 8:42 p.m.

CLOSED SESSION ITEMS

Q. CLOSED SESSION Pursuant to Government Code 54956.9,

R. Conference with Legal Counsel - Anticipated Litigation

Meeting recessed from closed session at 10:04 p.m.
Meeting reconvened into open session at 10:05 p.m.

REPORT FROM CLOSED SESSION, IF ANY

None

ANNOUNCEMENTS

The next Regular Board Meeting is scheduled for Wednesday, August 14, 2024, at 6:00 p.m. and will be held in the Lime Street Community Center at 16292 Lime Street, Hesperia, CA 92345.

ADJOURNMENT

The meeting was adjourned by declaration by President Gregg at 10:06 p.m.

Respectfully submitted,

Robert Hernandez
Acting General Manager

Frances Schauwecker
Board Secretary/Clerk of the Board

Bracy Hawkins Law, PC
 1950 S. Sunwest Ln.
 Suite 301
 San Bernardino, CA 92408
 United States
 909-521-7477

Bracy Hawkins Law, PC

Robert Hernandez
 Hesperia Recreation and Parks District
 P.O. Box 401055 16292
 Lime St.
 Hesperia, CA 92340

Balance \$23,557.50
Invoice # 00321
Invoice Date July 31, 2024
Payment Terms Net 15
Due Date August 15, 2024

Hesperia Recreation and Parks District (00164-2024)

For services rendered between
 May 01, 2024 and May 31, 2024

Securely pay online

<https://bracy-hawkins-law.mycase.com/xxmcx2h5>



Time Entries

| Date | EE | Activity | Description | Rate | Hours | Line Total |
|------------|-----|-----------------------------------|-------------|----------|-------|------------|
| 05/01/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/01/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/01/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/01/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/01/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.4 | \$90.00 |
| 05/02/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/02/2024 | CTH | A101 Plan and prepare for | [REDACTED] | \$225.00 | 0.4 | \$90.00 |
| 05/02/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |

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|------------|-----|---------------------------|------------|----------|-----|----------|
| 05/02/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/02/2024 | CTH | A109 Appear for/attend | [REDACTED] | \$225.00 | 1.0 | \$225.00 |

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|------------|-----|--------------------------------------|------------|----------|-----|----------|
| 05/02/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/02/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/02/2024 | DJ | A109 Appear for/attend | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/03/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/04/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/06/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/06/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/07/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.6 | \$135.00 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |

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|------------|----|--------------------------------|------------|----------|-----|----------|
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |

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|------------|-----|---|------------|----------|-----|------------|
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/07/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/08/2024 | DJ | A102 Research | [REDACTED] | \$225.00 | 1.1 | \$247.50 |
| 05/08/2024 | DJ | A102 Research | [REDACTED] | \$225.00 | 3.2 | \$720.00 |
| 05/08/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/08/2024 | CTH | A109 Appear for/attend | [REDACTED] | \$225.00 | 6.0 | \$1,350.00 |
| 05/09/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/09/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/09/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/09/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/09/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 2.0 | \$450.00 |
| 05/09/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 2.1 | \$472.50 |
| 05/10/2024 | CTH | A107 Communicate (with outside counsel) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/10/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/10/2024 | CTH | A107 Communicate (with outside counsel) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/10/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/10/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |

| | | | | | | |
|------------|----|--------------------------------|------------|----------|-----|------------|
| 05/10/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/10/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 5.5 | \$1,237.50 |
| 05/10/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |

| | | | | | | |
|------------|-----|---|------------|----------|-----|----------|
| 05/10/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/10/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 1.0 | \$225.00 |
| 05/13/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/13/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/13/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 3.0 | \$675.00 |
| 05/13/2024 | JZ | A103 Draft/revise | [REDACTED] | \$150.00 | 0.5 | \$75.00 |
| 05/13/2024 | JZ | A103 Draft/revise | [REDACTED] | \$150.00 | 0.3 | \$45.00 |
| 05/13/2024 | JZ | A103 Draft/revise | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/13/2024 | JZ | A104 Review/analyze | [REDACTED] | \$150.00 | 0.3 | \$45.00 |
| 05/13/2024 | JZ | A110 Manage data/files | [REDACTED] | \$150.00 | 0.3 | \$45.00 |
| 05/13/2024 | JZ | A102 Research | [REDACTED] | \$150.00 | 0.5 | \$75.00 |
| 05/14/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/14/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/14/2024 | CTH | A107 Communicate (with outside counsel) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/14/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/14/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.4 | \$90.00 |
| 05/14/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/14/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/14/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.6 | \$135.00 |

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|------------|----|--------------------------------|------------|----------|-----|---------|
| 05/14/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/14/2024 | JZ | A104 Review/analyze | [REDACTED] | \$150.00 | 0.3 | \$45.00 |
| 05/14/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/14/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/14/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |

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|------------|-----|---|------------|----------|-----|----------|
| 05/14/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/14/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/15/2024 | CTH | A107 Communicate (with outside counsel) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/15/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/15/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/15/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/15/2024 | DJ | A101 Plan and prepare for | [REDACTED] | \$225.00 | 0.6 | \$135.00 |
| 05/15/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/15/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/15/2024 | JZ | A104 Review/analyze | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/16/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/16/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/16/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/16/2024 | JZ | A104 Review/analyze | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/16/2024 | JZ | A103 Draft/revise | [REDACTED] | \$150.00 | 0.4 | \$60.00 |
| 05/16/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/16/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.5 | \$75.00 |
| 05/17/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.3 | \$67.50 |

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|------------|-----|-----------------------------------|------------|----------|-----|----------|
| 05/17/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/17/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/17/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/17/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/17/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 1.0 | \$225.00 |

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|------------|-----|---|------------|----------|-----|------------|
| 05/17/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 1.5 | \$337.50 |
| 05/17/2024 | DJ | A102 Research | [REDACTED] | \$225.00 | 0.7 | \$157.50 |
| 05/17/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/17/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 4.6 | \$1,035.00 |
| 05/17/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 4.1 | \$922.50 |
| 05/17/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 2.0 | \$450.00 |
| 05/17/2024 | JZ | A103 Draft/revise | [REDACTED] | \$150.00 | 0.4 | \$60.00 |
| 05/17/2024 | JZ | A106 Communicate (with client) | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/17/2024 | JZ | A104 Review/analyze | [REDACTED] | \$150.00 | 0.2 | \$30.00 |
| 05/17/2024 | JZ | A103 Draft/revise | [REDACTED] | \$150.00 | 0.4 | \$60.00 |
| 05/18/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 3.9 | \$877.50 |
| 05/18/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 3.2 | \$720.00 |
| 05/19/2024 | CTH | A107 Communicate (with outside counsel) | [REDACTED] | \$225.00 | 0.4 | \$90.00 |
| 05/20/2024 | CTH | A109 Appear for/attend | [REDACTED] | \$225.00 | 2.5 | \$562.50 |

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|------------|-----|--------------------------------|------------|----------|-----|----------|
| 05/20/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/20/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 2.2 | \$495.00 |
| 05/20/2024 | DJ | A101 Plan and prepare for | [REDACTED] | \$225.00 | 0.7 | \$157.50 |
| 05/21/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/22/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/22/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |

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|------------|-----|-----------------------------------|------------|----------|-----|----------|
| 05/22/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/22/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/22/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 1.0 | \$225.00 |
| 05/22/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/22/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/22/2024 | DJ | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/22/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/22/2024 | DJ | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/22/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/23/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/23/2024 | CTH | A102 Research | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/23/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/23/2024 | DJ | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/24/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.5 | \$112.50 |
| 05/24/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |

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|------------|-----|-----------------------------------|------------|----------|-----|------------|
| 05/24/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/24/2024 | DJ | A102 Research | [REDACTED] | \$225.00 | 1.2 | \$270.00 |
| 05/24/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 3.5 | \$787.50 |
| 05/26/2024 | DJ | A104 Review/analyze | [REDACTED] | \$225.00 | 3.1 | \$697.50 |
| 05/27/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 4.5 | \$1,012.50 |
| 05/27/2024 | DJ | A103 Draft/revise | [REDACTED] | \$225.00 | 1.8 | \$405.00 |
| 05/28/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.4 | \$90.00 |
| 05/28/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/28/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/28/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/28/2024 | DJ | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/28/2024 | DJ | A102 Research | [REDACTED] | \$225.00 | 1.3 | \$292.50 |
| 05/29/2024 | CTH | A109 Appear for/attend | [REDACTED] | \$225.00 | 6.0 | \$1,350.00 |
| 05/29/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.3 | \$67.50 |
| 05/29/2024 | DJ | A109 Appear for/attend | [REDACTED] | \$225.00 | 2.8 | \$630.00 |
| 05/29/2024 | DJ | A102 Research | [REDACTED] | \$225.00 | 2.0 | \$450.00 |
| 05/29/2024 | DJ | A101 Plan and prepare for | [REDACTED] | \$225.00 | 0.6 | \$135.00 |
| 05/30/2024 | CTH | A104 Review/analyze | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/30/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |

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| 05/30/2024 | CTH | A107 Communicate (with outside counsel) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/30/2024 | DJ | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.1 | \$22.50 |
| 05/31/2024 | CTH | A108 Communicate (other external) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/31/2024 | CTH | A106 Communicate (with client) | [REDACTED] | \$225.00 | 0.2 | \$45.00 |
| 05/31/2024 | DJ | A101 Plan and prepare for | [REDACTED] | \$225.00 | 0.3 | \$67.50 |

Totals: **106.8** **\$23,557.50**

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|-----------------------|--------------------|
| Time Entry Sub-Total: | \$23,557.50 |
| Sub-Total: | \$23,557.50 |
| Total: | \$23,557.50 |
| Amount Paid: | \$0.00 |
| Balance Due: | \$23,557.50 |

Market: Los Angeles
Cell Site Number: CSL05449
Cell Site Name: Hesperia Community Park
Search Ring Name: CSL05449
Fixed Asset Number: 13025789

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Hesperia Recreation and Park District, a government agency, having a mailing address of 16294 Lime St, Hesperia, CA 92345 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 10200 Datura Rd, Hesperia, in the County of San Bernardino, State of California (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES.

Landlord hereby leases to Tenant a certain portion of the Property containing approximately 800 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure

that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the “**Additional Premises**”) for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Except as specifically permitted by this Agreement, Tenant shall not take any action that materially interferes with Landlord’s use of the Property to support public recreation purposes.

3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Six Hundred and No/100 Dollars (\$2,600.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) In the event Tenant sublets or licenses space on the Structure to a third party collocator (“**Collocator**”), Tenant shall remit the greater of Three Hundred Dollars (\$300.00) per month or twenty percent (20%) of the rent or license fees collected by Tenant from such Collocator (the “**Collocator Rent**”) to Landlord (the “**Landlord’s Revenue Share**”). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant’s sole discretion. In calculating the amount of Landlord’s Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable

sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord's Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord's Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**").

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Term, Tenant will carry and maintain in effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate and shall include Landlord, its officers, agents and employees as additional insureds by endorsement as respects this agreement. Notwithstanding the foregoing, Tenant and Landlord shall have the right to self-insure such general liability coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant shall indemnify, defend and hold Landlord, its officers, agents and employees harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its officers, employees, invitees, independent contractors or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring,

site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Within ninety (90) calendar days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, or Tenant's subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement. Any portions of the Communication Facility that Tenant does not remove within ninety (90) calendar days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and may be removed by Landlord at Tenant's expense. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) calendar days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) calendar days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four

(24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) calendar days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition or breach of any warranty or covenant under this Agreement within forty-five (45) calendar days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) calendar days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Tower Asset Group - Lease Administration
 Re: Cell Site #: CSL05449; Cell Site Name: Hesperia Community Park(CA)
 Fixed Asset #: 13025789
 1025 Lenox Park Blvd NE

3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CSL05449; Cell Site Name: Hesperia Community Park(CA)
Fixed Asset #: 13025789
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Hesperia Recreation and Park District
16292 Lime Street
Hesperia, CA 92345
Attn.: General Manager

With a copy to: Channing Hawkins Bracy Hawkins Law, P.C. 1950 South Sunwest Lane, Suite 301 San Bernardino, CA 92408

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) calendar days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Notwithstanding any other provisions of this Agreement, Tenant shall be responsible for the prompt payment of any taxes, assessments or other costs associated with its use of the Premises. Tenant has been advised that this Agreement may create a property right and therefore a possessory interest subject to taxation. Tenant acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided. Otherwise Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) calendar days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) calendar days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) business days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale,

conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within thirty (30) calendar days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) calendar day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld,

conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalent as applicable, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address. A copy of the IRS Form 1-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

Hesperia Recreation and Park District,
a government agency

By: _____
Print Name: Robert Hernandez
Its: Acting General Manager
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Misty Snowden
Its: Area Manager
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of ____

to the Land Lease Agreement dated _____, 2024, by and between Hesperia Recreation and Park District, a government agency, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, SECTION 13, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL COAL, OIL, GAS AND ALL OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHTS TO PROSPECT FOR, MINE AND REMOVE THE SAME, ACCORDING TO THE PROVISIONS OF SAID ACT OF JUNE 1, 1938 AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF HESPERIA, AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 9, 1994, AS INSTRUMENT NO. 94-455101 OF OFFICIAL RECORDS.

APN: 0405-261-36-0-000

The Premises are described and/or depicted as follows: **See Attached Site Plan**

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**Recording Requested By
& When Recorded Return To:**

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

APN: _____

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CSL05449
Search Ring Name: CSL05449
Cell Site Name: Hesperia Community Park (CA)
Fixed Asset No.: 13025789
State: California
County: San Bernardino

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2024, by and between Hesperia Recreation and Park District, a government agency, having its principal office/residing at 16294 Lime St, Hesperia, CA 92345 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

Hesperia Recreation and Park District, a government agency

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON TWO NEXT PAGES]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2024, by and between Hesperia Recreation and Park District, a government agency, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HESPERIA, COUNTY OF SANBERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, SECTION 13, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL COAL, OIL, GAS AND ALL OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHTS TO PROSPECT FOR, MINE AND REMOVE THE SAME, ACCORDING TO THE PROVISIONS OF SAID ACT OF JUNE 1, 1938 AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF HESPERIA, AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 9, 1994, AS INSTRUMENT NO. 94-455101 OF OFFICIAL RECORDS.

APN: 0405-261-36-0-000

The Premises are described and/or depicted as follows: **See Attached Site Plan**

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

Page 1 of 3

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2019 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

2020 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./sta., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP code

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title

Telephone

Payee's signature ▶

Date

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ACCESSIBILITY NOTE:

- THIS PROJECT IS EXEMPT FROM ACCESSIBILITY REQUIREMENT DUE TO:
- ROOM NOT CUSTOMARILY OCCUPIED
 - COMPARABLE TO ELECTRICAL AND MECHANICAL ROOMS, WHICH ARE EXEMPT BY THE CBC
 - ROOM ACCESSED DURING EMERGENCY AND/OR MAINTENANCE PROCEDURES
 - THE INDUSTRY STANDARD EQUIPMENT LAYOUT AND SPACING WILL NOT ALLOW FOR ACCESSIBILITY CLEARANCES
 - MAJORITY OF THE CONTROLS, ALARMS AND ALERTING DEVICES INSTALLED AS PART OF THE TELECOMMUNICATION SYSTEM ARE DEPENDENT ON SIGHT AND HEARING. DURING EMERGENCY AND MAINTENANCE PROCEDURES, THESE ARE THE TASKS TO BE ADDRESS OR CONFIGURED



AT&T MOBILITY

SITE NUMBER: CSL05449

SITE NAME: -

FA#: 13025789 | PACE#: MRLOS079051 | IWM#: WSLOS0024542 | USID#: 329918

A/E DOCUMENT REVIEW STATUS

| Status Code | |
|-------------|--|
| 1 | Accepted – With minor or no comments, construction may proceed |
| 2 | Not Accepted – Please resolve comments and resubmit |
| 4 | Review not required. Construction may proceed |

Acceptance does not constitute approval of design details, calculations, analysis, test methods or materials developed or selected by the subcontractor and does not relieve subcontractor from full compliance obligations.

| Reviewed | ENG | CONST | | | |
|----------|-----|-------|--|--|--|
| | ✓ | | | | |

| Status By | Date |
|-----------|------|
| | |

DRAWING INDEX (ZONING)

| REV. | DIRECTIONS | PROJECT INFORMATION |
|-----------------|---|---------------------|
| AA-CSL05449-T01 | TITLE SHEET | A |
| AA-CSL05449-A01 | SITE PLAN AND EQUIPMENT AREA PLAN | A |
| AA-CSL05449-A02 | EQUIPMENT LAYOUT PLAN | A |
| AA-CSL05449-A03 | ANTENNA LAYOUT PLAN AND SCHEDULE | A |
| AA-CSL05449-A04 | ELEVATIONS | A |
| COVER | TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY) | 0 |
| LS-1 | TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY) | 0 |
| LS-2 | TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY) | 0 |
| LS-3 | TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY) | 0 |

DRIVING DIRECTIONS FROM AT&T WIRELESS, TUSTIN

- | | |
|---|--|
| 1. DEPART AND HEAD TOWARD INDUSTRIAL DR | HEAD TOWARD BARSTOW |
| 2. TURN LEFT ONTO INDUSTRIAL DR | 12. AT EXIT 143, HEAD ON THE RAMP RIGHT AND FOLLOW SIGNS FOR MAIN ST |
| 3. TURN RIGHT ONTO RED HILL AVE | 13. TURN RIGHT ONTO MAIN ST |
| 4. TURN RIGHT ONTO VALENCIA AVE | 14. TURN LEFT ONTO MARIPOSA RD |
| 5. TURN RIGHT ONTO NEWPORT AVE | 15. TURN RIGHT ONTO LIVE OAK ST |
| 6. TURN LEFT ONTO CA-55 N | 16. TURN LEFT ONTO DATURA RD |
| 7. TAKE THE RAMP ON THE LEFT FOR CA-55 N | 17. ARRIVE AT YOUR DESTINATION ON THE RIGHT |
| 8. TAKE THE RAMP ON THE RIGHT FOR CA-91 E | 18. THE LAST INTERSECTION BEFORE YOUR DESTINATION IS MOJAVE ST |
| 9. AT EXIT 51, HEAD RIGHT ON THE RAMP FOR I-15 TOWARD BARSTOW / SAN DIEGO | |
| 10. KEEP LEFT, HEADING TOWARD BARSTOW / ONTARIO | |
| 11. TAKE THE RAMP ON THE LEFT FOR I-15 NORTH AND | |

- SCOPE OF WORK: AN UNMANNED TELECOMMUNICATIONS FACILITY INCLUDING THE INSTALLATION OF:
- (1) 85'H COLLOCATABLE MONOPINE
 - (12) PANEL ANTENNAS MOUNTED ON MONOPINE
 - (36) RRU'S, (6) DC SURGE SUPPRESSORS (DC9) ANTENNA LEVEL
 - (1) 2'-0"Ø MW ANTENNA
 - (1) CMU WALL ENCLOSURE WITH METAL LID
 - (1) CWIC SHELTER WITHIN NEW CMU WALL ENCLOSURE
 - (1) 30KW AC GENERAC GENERATOR (WITH 190 GAL. TOTAL) DIESEL FUEL TANK WITHIN NEW CMU WALL ENCLOSURE
 - (1) GPS ANTENNA ON CWIC SHELTER
 - POWER, TELCO, FIBER AND COAX PANELS AND RUNS

SITE ADDRESS: 10200 DATURA RD. HESPERIA, CA 92345

COORDINATES (NAD 83)
 LATITUDE: PENDING 1A
 LONGITUDE: PENDING 1A

PROPERTY OWNER: -

ELEVATION (NAVD88)
 ELEV: PENDING 1A

CONTACT PERSON: -

POWER COMPANY: TBD
 CONTACT PERSON: TBD

APPLICANT: AT&T WIRELESS
 1452 EDINGER AVENUE, 3RD FLOOR
 TUSTIN, CA 92780

TEL COMPANY: TBD
 CONTACT PERSON: TBD

JURISDICTION: CITY OF HESPERIA

APN: 0405-261-036

CURRENT ZONING: -

CURRENT LAND USE: -

PROPOSED OCCUPANCY/USE: TYPE U (UNMANNED TELECOMMUNICATIONS FACILITY)

LEASE AREA: - SQ.FT.

VICINITY MAP



CODE COMPLIANCE

** NOTE: ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THESE CODES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2022 CALIFORNIA ADMINISTRATIVE CODE (CAC)
- 2022 CALIFORNIA BUILDING CODE (CBC), VOLUMES 1, AND 2
- 2022 CALIFORNIA ELECTRICAL CODE
- 2022 CALIFORNIA MECHANICAL CODE (CMC)
- 2022 CALIFORNIA ENERGY CODE
- 2022 CALIFORNIA FIRE CODE (CFC)
- 2022 CALIFORNIA GREEN CODE
- 2022 CALIFORNIA REFERENCES STANDARDS CODE

SITE QUALIFICATION PARTICIPANTS

| | NAME/CONTACT | COMPANY | NUMBER |
|----------|-------------------|--|----------------|
| A/E | D.K. DO/BOK YU | DCI PACIFIC | (949) 475-1000 |
| SAC | STELLA SHIH | RELIANT LAND SERVICES | (714) 685-0123 |
| ZONING | STELLA SHIH | RELIANT LAND SERVICES | (714) 685-0123 |
| RF | CHRISTOPER GAMBOA | AT&T | (678) 644-6034 |
| CONST | RON VANDERWAL | BECHTEL INFRASTRUCTURE AND POWER CORPORATION | (714) 343-0931 |
| LL/OWNER | - | - | - |

DCI PACIFIC
A|E|C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
 26 EXECUTIVE PARK | SUITE 170
 IRVINE | CA 92614

CSL05449

FA#: 13025789 | PACE#: MRLOS079051 |
 IWM#: WSLOS0024542 | USID#: 329918

10200 DATURA RD.
 HESPERIA, CA 92345



1452 EDINGER AVENUE, 3RD FLOOR
 TUSTIN, CA 92780

| NO. | DATE | REVISIONS | BY | CHK | APP'D |
|----------------|----------|-----------------------------------|----|-----|-------|
| A | 01/09/24 | ISSUED FOR ZD REVIEW AND COMMENTS | RF | BOK | DKD |
| SCALE AS SHOWN | | | | | |
| DESIGNED | | DRAWN | | | |



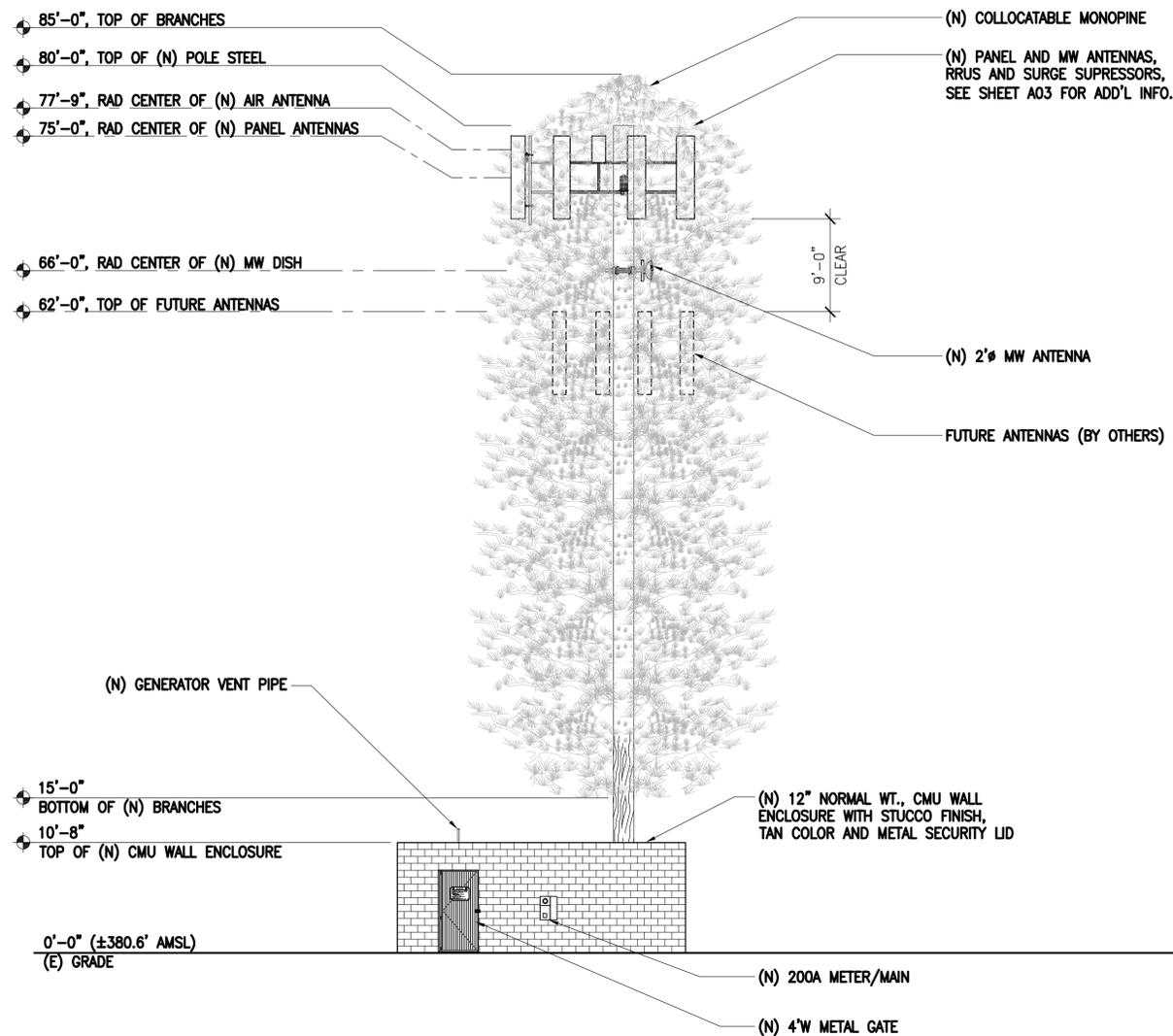
AT&T MOBILITY
 TUSTIN, CA

TITLE SHEET

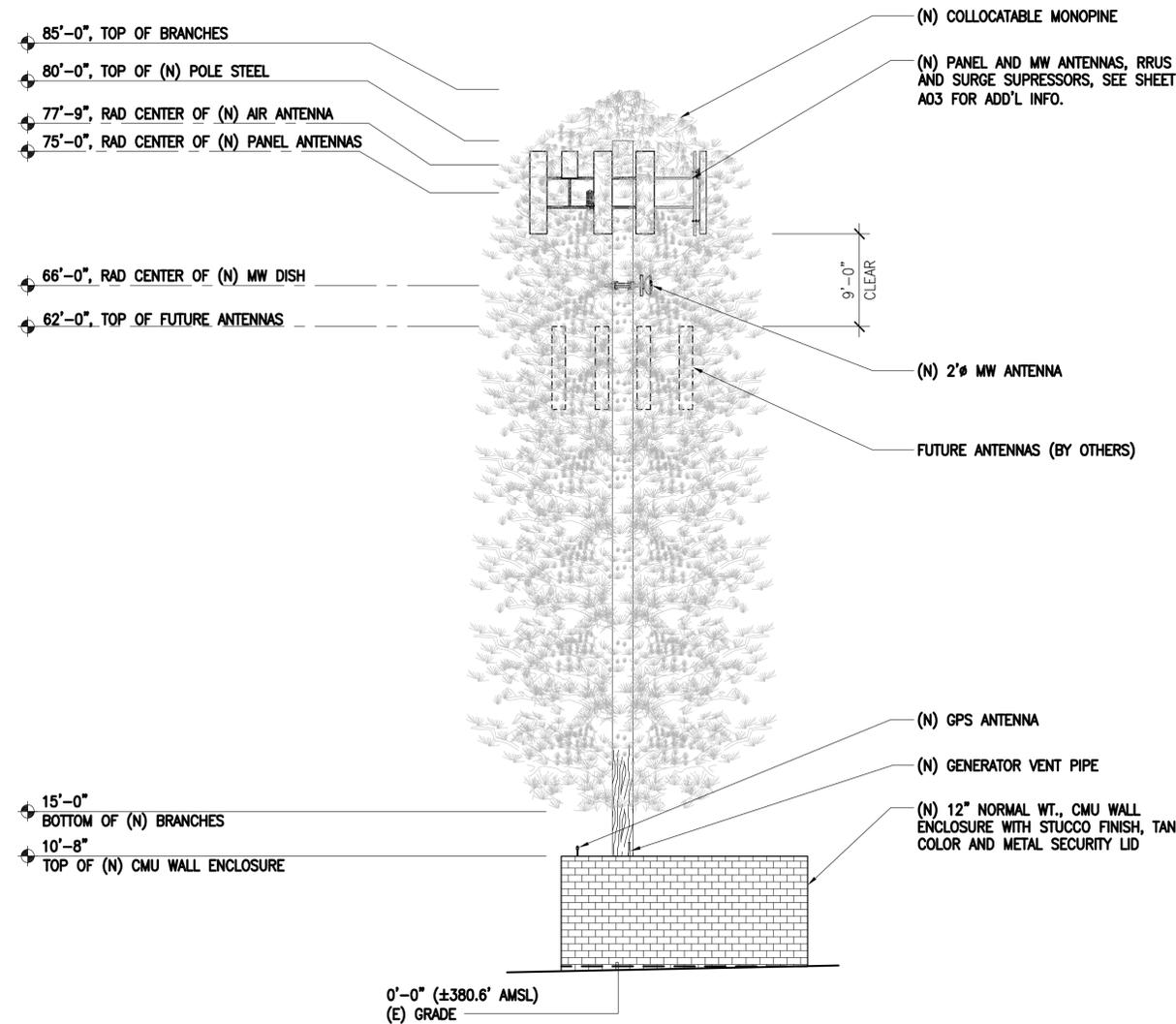
| JOB NO | DRAWING NUMBER | REV. |
|--------|-----------------|------|
| | AA-CSL05449-T01 | A |

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NOTES:
 1. PAINT ALL NEW ANTENNAS, SURGE SUPPRESSORS, RRUS AND MOUNTING BRACKETS TO MATCH MONOPINE.
 2. INSTALL FAUX FOLIAGE SLEEVE ON ALL NEW PANEL ANTENNAS.



NOTES:
 1. PAINT ALL NEW ANTENNAS, SURGE SUPPRESSORS, RRUS AND MOUNTING BRACKETS TO MATCH MONOPINE.
 2. INSTALL FAUX FOLIAGE SLEEVE ON ALL NEW PANEL ANTENNAS.



NORTH ELEVATION



2

EAST ELEVATION



1

DCI PACIFIC
A|E|C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
26 EXECUTIVE PARK | SUITE 170
IRVINE | CA 92614

CSL05449

FA#: 13025789 | PACE#: MRLOS079051 |
IWM#: WSL0S0024542 | USID#: 329918

10200 DATURA RD.
HESPERIA, CA 92345



1452 EDINGER AVENUE, 3RD FLOOR
TUSTIN, CA 92780

| NO. | DATE | REVISIONS | BY | CHK | APP'D |
|-----|----------|-----------------------------------|----|-----|-------|
| A | 01/09/24 | ISSUED FOR ZD REVIEW AND COMMENTS | RF | BOK | DKD |

SCALE AS SHOWN DESIGNED DRAWN



AT&T MOBILITY
TUSTIN, CA

ELEVATIONS

| JOB NO. | DRAWING NUMBER | REV. |
|---------|-----------------|------|
| | AA-CSL05449-A04 | A |

TOPOGRAPHIC SURVEY

CSL05449

BASIS OF BEARING: (NAD83: EPOCH 2011)

THE BEARINGS SHOWN HEREON ARE BASED FROM THE CENTERLINE OF DATURA DR., BEING N00°30'46"E, RECORDED IN RECORD OF SURVEY MAP NO. 114, PAGE 71 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

BASIS OF ELEVATIONS: (NAVD 1988)

ELEVATIONS ARE BASED ON BENCHMARK NOTED HEREON.

BENCH MARK

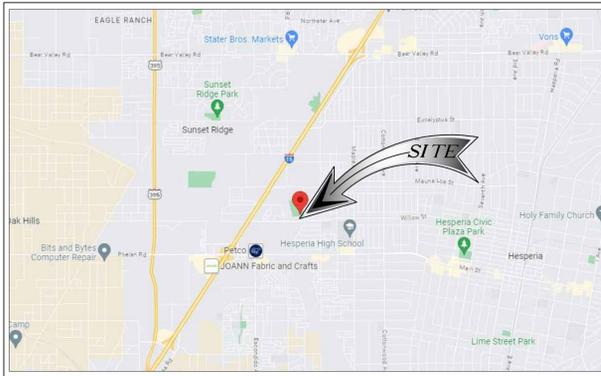
NGS BENCHMARK EV1423, LEVELED IN YEAR 1991 @ 3156.62 A.M.S.L., DESCRIBED AS FOLLOWS, "65 MILES NORTH ALONG THE ATCHISON, TOPEKA AND SANTA FE RAILWAY FROM THE STATION AT HESPERIA, ON A SMALL MOUND, 122.7 FEET EAST OF THE WEST RAIL OF A SIDE TRACK, 60 FEET WEST OF THE CENTER LINE OF A TRACK ROAD, 52.8 FEET WEST OF A FENCE, 29 FEET EAST OF THE CENTER LINE OF HESPERIA ROAD, 1.5 FEET NORTH OF A WITNESS POST, ABOUT 2 FEET HIGHER THAN THE ROAD, ABOUT 2 FEET LOWER THAN THE TRACK, AND SET IN THE TOP OF A CONCRETE POST PROJECTING .4 FOOT ABOVE THE GROUND."

MONUMENTS

● FOUND MONUMENT

BOUNDARY NOTE

THE PLAT SHOWN HEREON REPRESENTS A BEST FIT OF THE RECORD BOUNDARY TO THE FOUND MONUMENTS AND LINES OF OCCUPATION. IT SHALL NOT BE CONSIDERED THE FINAL BOUNDARY AND A BOUNDARY SURVEY IS RECOMMENDED PRIOR TO DESIGN OR CONSTRUCTION OF IMPROVEMENTS



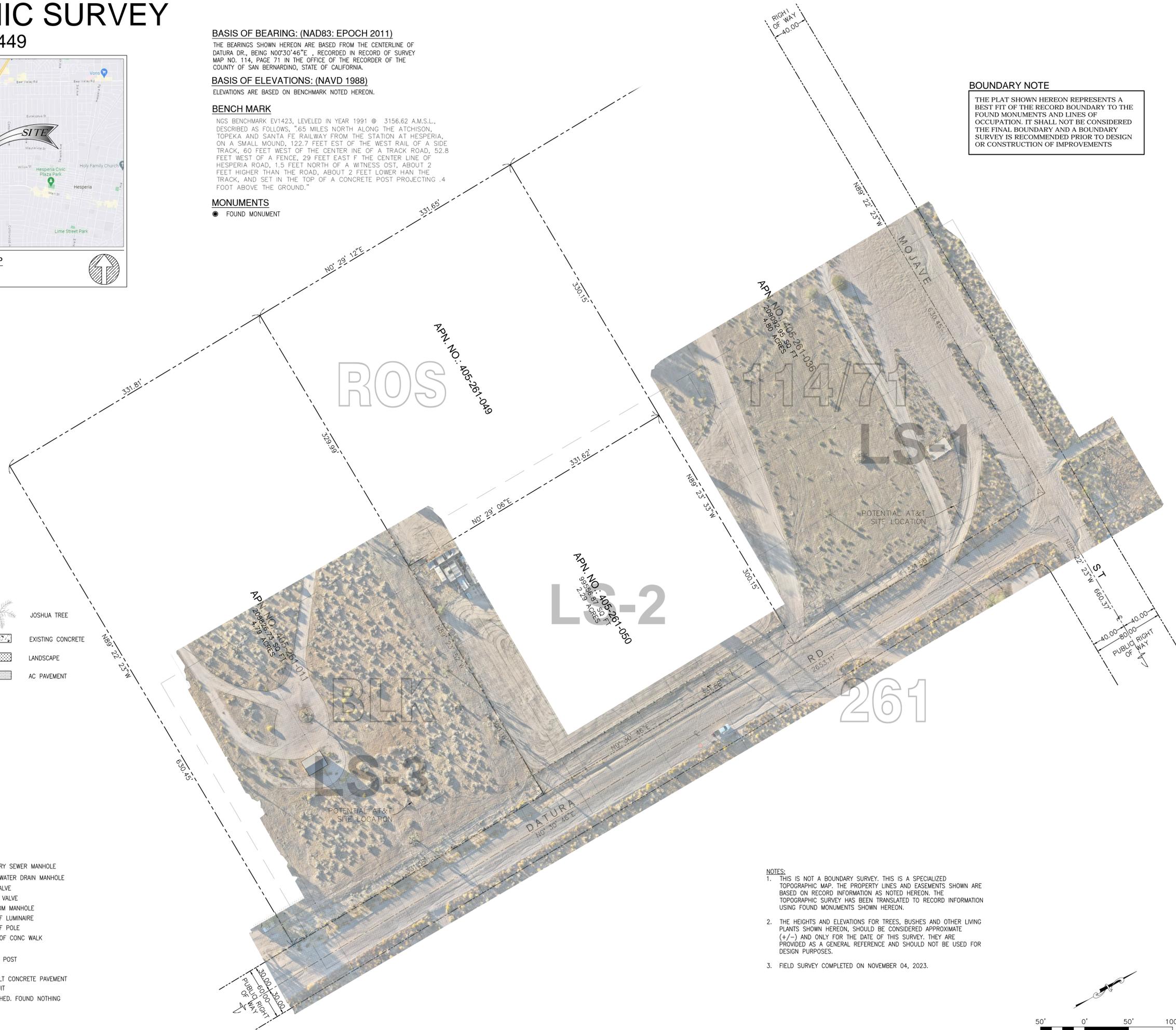
VICINITY MAP



| LEGEND | | | |
|--------|-------------------------|--|-------------------|
| | MINOR CONTOURS | | JOSHUA TREE |
| | MAJOR CONTOURS | | EXISTING CONCRETE |
| | OVERHEAD LINES | | LANDSCAPE |
| | CENTER LINE | | AC PAVEMENT |
| | RIGHT OF WAY LINE | | |
| | PROPERTY LINE | | |
| | CHAIN-LINK FENCE | | |
| | WOOD FENCE | | |
| | BRIDGE RAILING | | |
| | RETAINING WALL | | |
| | EDGE OF PAVEMENT | | |
| | ELECTRICAL MANHOLE | | |
| | FIRE HYDRANT | | |
| | CATCH BASIN | | |
| | PEDESTRIAN SIGNAL LIGHT | | |
| | EXISTING STREET LIGHT | | |
| | EXISTING TRAFFIC SIGNAL | | |
| | EXISTING SIGN | | |
| | GUY WIRE ANCHOR (GWRE) | | |

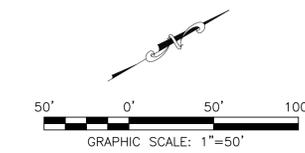
ABBREVIATIONS

| | | | |
|-------|----------------|-------|---------------------------|
| HT | HEIGHT | PNL | PANEL |
| TC | TOP OF CURB | SS | SANITARY SEWER MANHOLE |
| TW | TOP OF WALL | SD | STORMWATER DRAIN MANHOLE |
| EG | EXISTING GRADE | GV | GAS VALVE |
| FS | FINISH SURFACE | WV | WATER VALVE |
| HH | HAND HOLE | TM | TELECOM MANHOLE |
| JB | JUNCTION BOX | TP LM | TOP OF LUMINAIRE |
| TR | TRANSFORMER | TP PL | TOP OF POLE |
| WM | WATER METER | BW | BACK OF CONC WALK |
| CLST | CLOSET | LIT | LIGHT |
| VT | VAULT | GP | GUARD POST |
| PB | PULL BOX | S | SIGN |
| MP | METER PEDESTAL | AC | ASPHALT CONCRETE PAVEMENT |
| CL | CENTERLINE | CNDT | CONDUIT |
| ESTAB | ESTABLISHED | SFN | SEARCHED, FOUND NOTHING |
| CTR | CENTER | | |



NOTES:

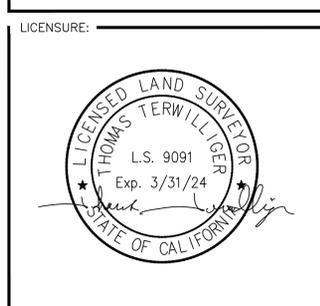
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- FIELD SURVEY COMPLETED ON NOVEMBER 04, 2023.



| REV | DATE | DESCRIPTION |
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ISSUED DATE: **NOVEMBER 09, 2022**

ISSUED FOR: **TOPOGRAPHIC SURVEY**



PROJECT INFORMATION:
CSL05449
 10200 Datura Rd.,
 Hesperia, CA 92345

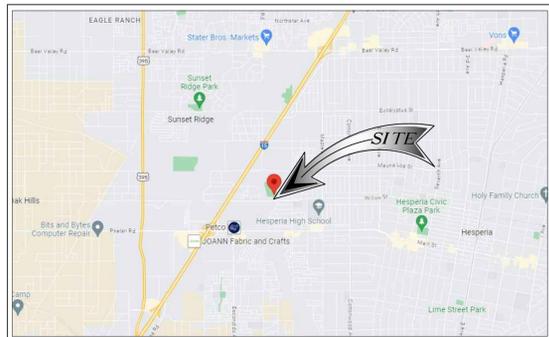
DRAWN BY: **GTG**
 CHECKED BY: **TMT**

SHEET TITLE: **TOPOGRAPHIC SURVEY**

SHEET NUMBER: **COVER**

TOPOGRAPHIC SURVEY

CSL05449



VICINITY MAP



LEGEND

- MINOR CONTOURS
- MAJOR CONTOURS
- OVERHEAD LINES
- CENTER LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- CHAIN-LINK FENCE
- WOOD FENCE
- BRIDGE RAILING
- RETAINING WALL
- EDGE OF PAVEMENT
- ELECTRICAL MANHOLE
- FIRE HYDRANT
- CATCH BASIN
- PEDESTRIAN SIGNAL LIGHT
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL
- EXISTING SIGN
- GUY WIRE ANCHOR (GWRE)
- ☼ JOSHUA TREE
- ▨ EXISTING CONCRETE
- ▨ LANDSCAPE
- ▨ AC PAVEMENT

ABBREVIATIONS

| | | | |
|-------|----------------|-------|---------------------------|
| HT | HEIGHT | PNL | PANEL |
| TC | TOP OF CURB | SS | SANITARY SEWER MANHOLE |
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| VT | VAULT | GP | GUARD POST |
| PB | PULL BOX | S | SIGN |
| MP | METER PEDESTAL | AC | ASPHALT CONCRETE PAVEMENT |
| CL | CENTERLINE | CNDT | CONDUIT |
| ESTAB | ESTABLISHED | SFN | SEARCHED, FOUND NOTHING |
| CTR | CENTER | | |

BASIS OF BEARING: (NAD83: EPOCH 2011)

THE BEARINGS SHOWN HEREON ARE BASED FROM THE CENTERLINE OF DATURA DR., BEING N00°30'46"E, RECORDED IN RECORD OF SURVEY MAP NO. 114, PAGE 71 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

BASIS OF ELEVATIONS: (NAVD 1988)

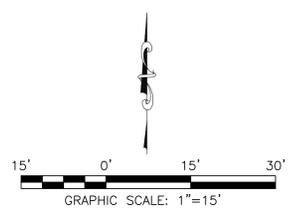
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BENCH MARK

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MONUMENTS

- FOUND MONUMENT

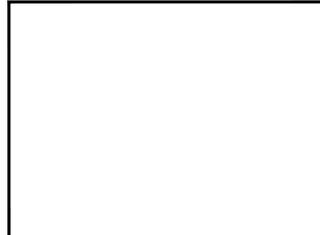
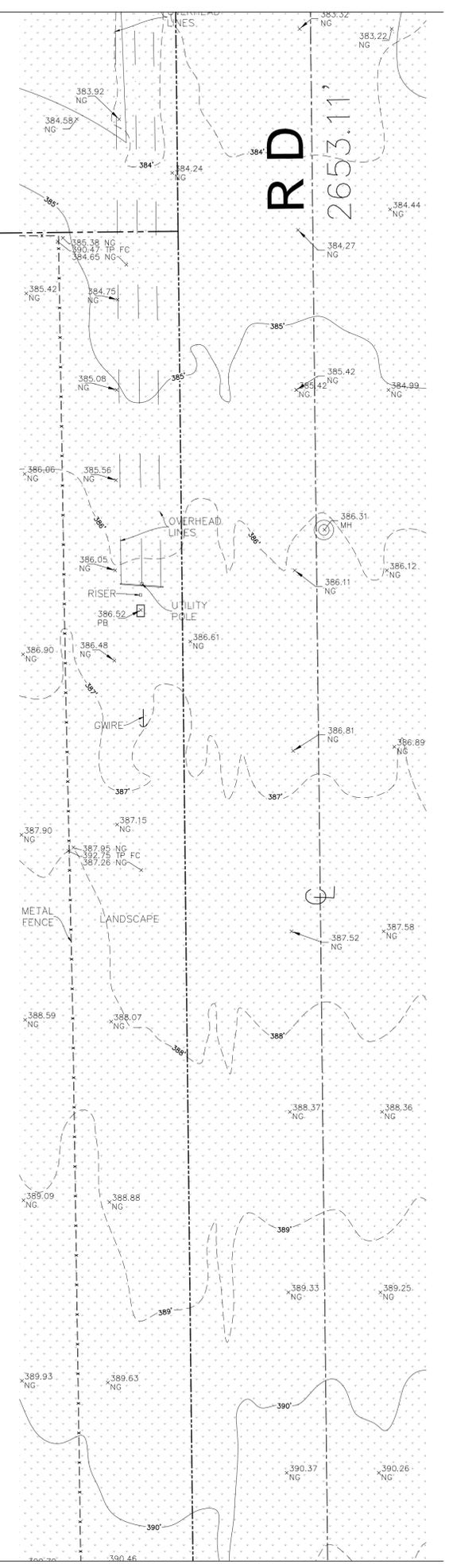


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DATA NOTE

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| REV | DATE | DESCRIPTION |
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ISSUED DATE: **NOVEMBER 09, 2022**

ISSUED FOR: **TOPOGRAPHIC SURVEY**



PROJECT INFORMATION: **CSL05449**
10200 Datura Rd.,
Hesperia, CA 92345

DRAWN BY: **GTG**
CHECKED BY: **TMT**

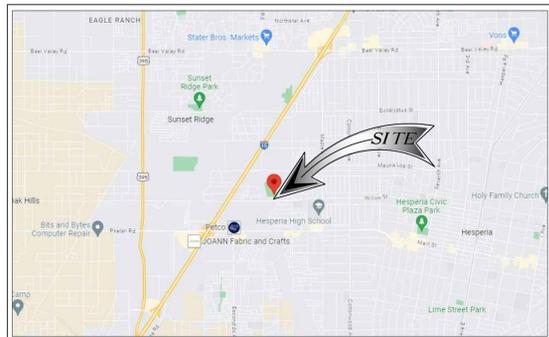
SHEET TITLE: **TOPOGRAPHIC SURVEY**

SHEET NUMBER: **LS-2**

TOPOGRAPHIC SURVEY

CSL05449

SEE SHEET LS-1 - MATCHLINE



VICINITY MAP

LEGEND

| | | | |
|--|-------------------------|--|-------------------|
| | MINOR CONTOURS | | JOSHUA TREE |
| | MAJOR CONTOURS | | EXISTING CONCRETE |
| | OVERHEAD LINES | | LANDSCAPE |
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| | RIGHT OF WAY LINE | | |
| | PROPERTY LINE | | |
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| | WOOD FENCE | | |
| | BRIDGE RAILING | | |
| | RETAINING WALL | | |
| | EDGE OF PAVEMENT | | |
| | ELECTRICAL MANHOLE | | |
| | FIRE HYDRANT | | |
| | CATCH BASIN | | |
| | PEDESTRIAN SIGNAL LIGHT | | |
| | EXISTING STREET LIGHT | | |
| | EXISTING TRAFFIC SIGNAL | | |
| | EXISTING SIGN | | |
| | GUY WIRE ANCHOR (GWRE) | | |

ABBREVIATIONS

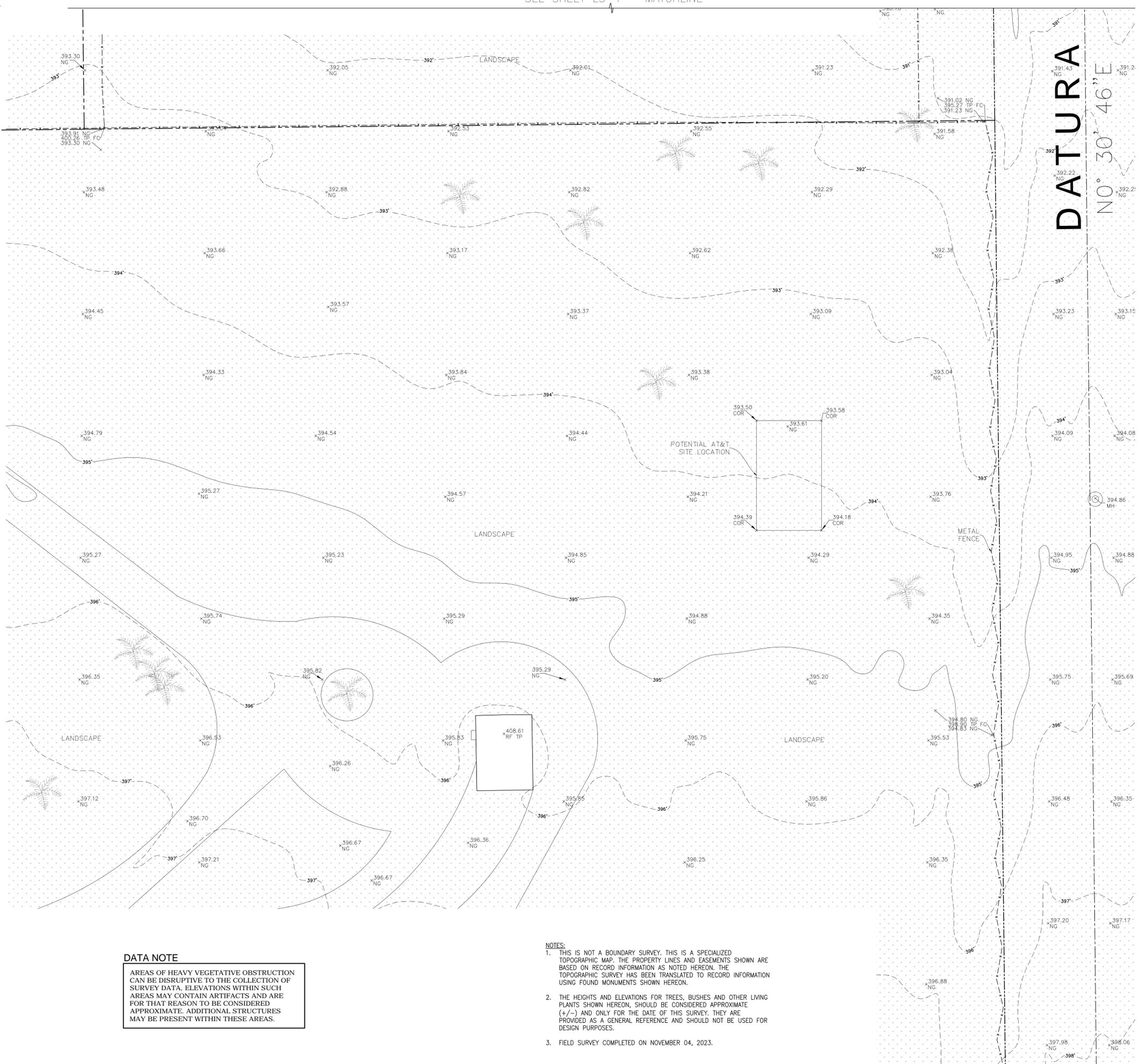
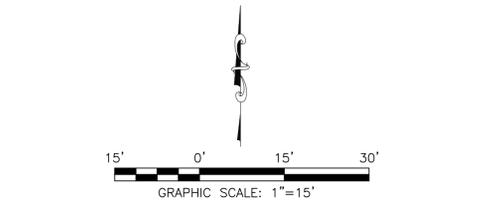
| | | | |
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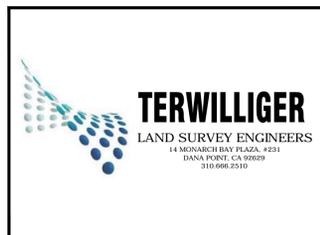
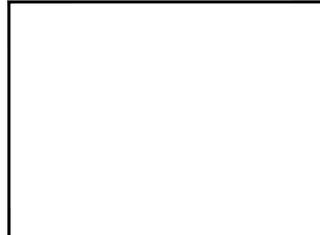
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MONUMENTS
 ● FOUND MONUMENT



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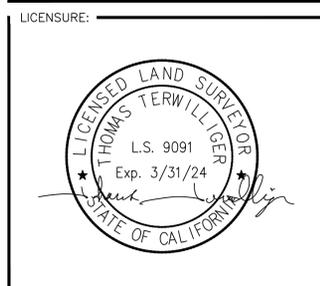
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| REV | DATE | DESCRIPTION |
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ISSUED DATE: **NOVEMBER 09, 2022**

ISSUED FOR: **TOPOGRAPHIC SURVEY**



PROJECT INFORMATION:
CSL05449
10200 Datura Rd.,
Hesperia, CA 92345

DRAWN BY: **GTG**

CHECKED BY: **TMT**

SHEET TITLE: **TOPOGRAPHIC SURVEY**

SHEET NUMBER: **LS-3**

Compete Proactively for Wireless Revenues

New revenue streams can play a crucial role in offsetting inflationary costs, funding projects, and enhancing community benefits. One particularly valuable source of revenue for special districts is cell tower lease rent.

Wireless carriers such as Verizon, AT&T, and T-Mobile, along with tower companies like American Tower Corporation (ATC), Crown Castle, and Vertical Bridge, are potential tenants actively seeking new locations to establish cell sites as they compete in the market. Although these leases typically involve a relatively small footprint (e.g., 40'x40'), they can generate substantial income. The average revenue from a single tenant lease ranges between \$775,000 and \$1.2 million.

Challenges in Capturing Wireless Revenue

Securing this revenue is not without its challenges. Tenant agents always identify multiple potential sites in a given area but will ultimately sign a lease with only one property owner. This creates intense competition among neighboring property owners for these lucrative leases. Unfortunately, special districts often miss out on these opportunities in favor of neighboring private property owners due to factors such as:

- Slow response to initial tenant inquiries
- Delays in negotiating and approving the lease
- Unrealistic financial expectations

These hurdles often lead tenants to choose faster and more straightforward options, sometimes locating new cell sites "across the street." However, there is a more effective way to capture these revenues than waiting passively for tenants to approach and then competing with nearby properties.

A Proactive Approach

Aries Advisors leverages its expertise and industry relationships to proactively market your properties to wireless tenants, ensuring that *your sites become preferred options*. Instead of passively waiting and competing with neighboring properties, Aries expedites the tenant's leasing process. This makes your properties more attractive to tenants. This approach is highly valuable to tenants as it enhances their speed to market, saving significant time and money. By streamlining the process, tenants no longer need to identify multiple candidates.

There is a one-time \$149 registration fee per property for this service, *but special districts can participate in this program at no cost*. Aries handles all aspects of the process, removing the competition with neighboring property owners and freeing up district resources. Importantly, there is no risk or upfront cost to the district. All successful projects are revenue-shared, with the district retaining 70% of the new income and Aries receiving 30%.

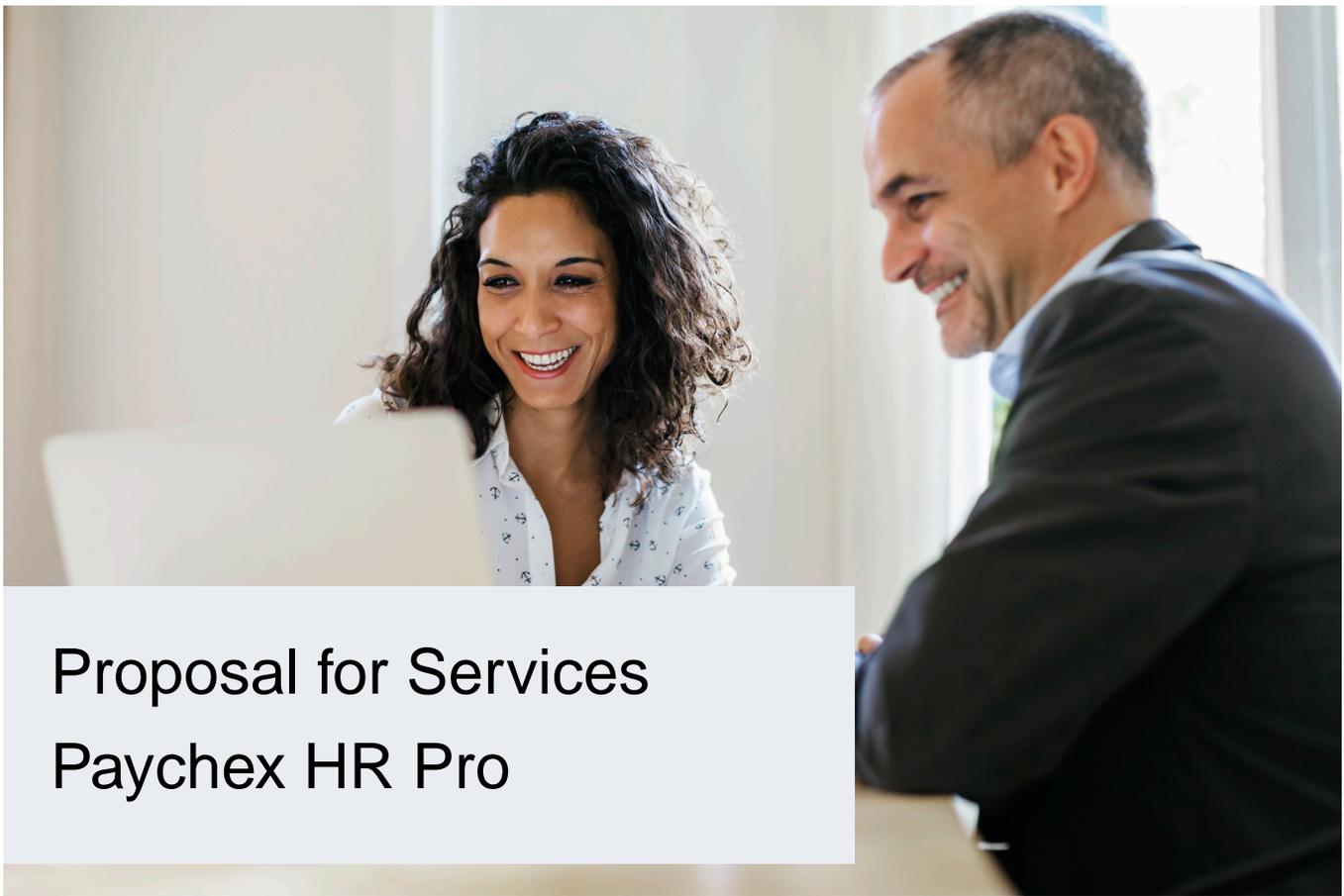
Getting started is simple...

1. Identify and [register](#) all district properties that you would lease space for a new cell site.
2. Aries will continually market these properties to tenants **at no cost!**
3. When tenants' new-build locations "match" your property, Aries captures this new rent.



[Click here](#) to register your properties

Questions? Please contact Nigel Paxton at 760.213.8511 or nigel@ariesadvisors.net.



Proposal for Services Paychex HR Pro

Prepared for:

Hesperia Recreation And Park District
Moses Artola
16292 LIME STREET
Hesperia, CA 92345
martola@hesperiaparks.com

Prepared by:

Jason Istok
Enterprise HCM Consultant (CA)
jistok@paychex.com
+1 7143862950

PAYCHEX[®]

HR | Payroll | Benefits | Insurance

Proposal Overview

On behalf of Paychex, I'd like to thank you for the opportunity to discuss your organizational needs and review how we may assist in helping you reach your business goals.

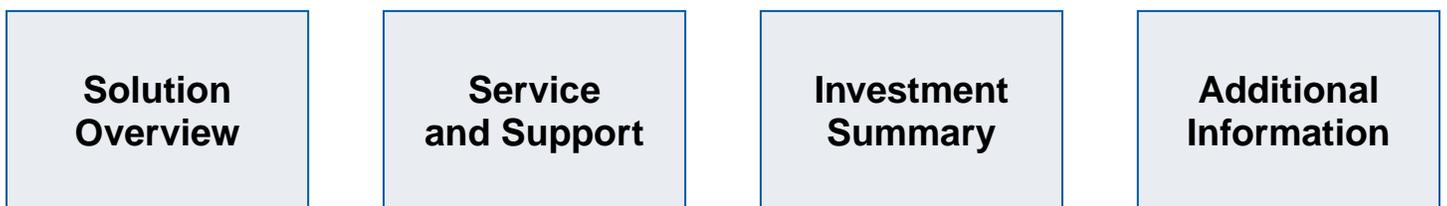
The following proposal addresses your organization's top business initiatives.

Your Business Initiatives

- Gain insights into organizational trends such as hiring or employee turnover rates.
- Look to reduce turnover and increase retention by implementing a proactive HR approach.
- Improve productivity by streamlining multiple systems into one integrated HR, benefits & payroll platform.
- Implement a strategic hiring and onboarding strategy to attract, hire, and onboard top talent.
- Develop a workforce that's engaged, driven, and contributing to organizational success.



Proposal Content



I'm confident Paychex can help drive meaningful results for your organization given our **50+ year history of helping customers like you.**

Please review the following information and feel free to contact me with any questions or feedback you may have. I appreciate your consideration and I look forward to discussing next steps.

Jason Istok

Your Custom Paychex Solution

Paychex HR Pro

Paychex recommends our Paychex HR Pro service to simplify workforce management. Paychex offers a scalable suite of HR and benefit solutions paired with unparalleled service and industry leading technology to help you manage complexity as your business grows. Count on Paychex to support the needs of your business today for better business outcomes as it grows and evolves in the future.

Business Outcomes

Hire and Retain Talent

- Implement a strategic hiring and onboarding process specific to your company's goals
- Verify candidate backgrounds with Employee Screening Service to help hire the right employees
- New hires complete onboarding tasks efficiently via a digital, mobile-friendly experience

Offer World Class Benefits

- Provide access to comprehensive benefits. Employees can enroll, view and update benefits.
- Give employee wellness tools to support their physical, financial and mental well-being.

Engage and Motivate Your Workforce

- Educate, close skill gaps, and accelerate development with a customized program and on-demand courses accessible anytime, anywhere through our Learning Management System (LMS).
- Implement a performance management system that aligns with your company goals and schedule.
- Promote a culture of growth with a career path program.

Efficiently Manage Critical Processes

- Track hiring, demographics, labor costs, turnover, and other key metrics in real time.
- Run payroll on your schedule: Flexible pay options include, check, direct deposit, or paycard.
- Tax processing in compliance with the latest regulations and unemployment claims support.
- Gain insights into your business with access to 160+ reports and custom reports.

Reduce Business Risk

- Maintain compliance with federal and state employment laws and regulations.
- Manage workplace safety requirements with an OSHA compliant safety program and ongoing safety consultation.

Increase Productivity

- Create efficiencies with employee and manager self-service HR technology.
- Connect with employees in real time.
- Automate critical document management activities.

Service and Support

We believe that better HR delivers better business results. With Paychex HR by your side, you have access to the knowledge, people, and technology you need to support you throughout the entire employee life cycle.

From day one, you will have the support you need to answer your question, keep you informed, and deliver knowledgeable, friendly support throughout your relationship with Paychex.



Who You Will Work With

Paychex HR Professional

Your dedicated Paychex HR Professional will proactively work with you to help solve critical and day-to-day HR issues. They will continually monitor the legislative and regulatory landscape to help you assess the impact on your business. Also, they will help you develop long-term strategies to support the employee experience.

An HR assessment will be conducted to have a clear understanding of your business, from that an ongoing action plan will be developed according to your business needs as they evolve.

Risk and Safety Representative

A dedicated Safety professional will conduct a safety assessment, develop an industry specific OSHA compliant safety program and provide ongoing consultation. You and your employees will also have access to required and recommended safety trainings.

Investment Summary

Hesperia Recreation And Park District

Created Date: 07-09-2024

Quote Number: Q-1272994

| Per Pay Period - Bi-Weekly | Units | Rate / Unit | Total |
|--|-------|--------------|-------------------|
| Paychex HR Pro | | | |
| Paychex HR Pro - Base Fee | 1 | \$241.89 | \$241.89 |
| Paychex HR Pro - Per Employee | 120 | \$7.95 | \$954.36 |
| Flex Time | 120 | \$0.87 | \$104.94 |
| Paychex Flex Time - Per Payrun Fee | 1 | \$9.74 | \$9.74 |
| Employer Shared Responsibility - Base (2024) | 1 | \$23.88 | \$23.88 |
| Employer Shared Responsibility - Per User (2024) | 120 | \$0.26 | \$31.68 |
| Payroll Delivery | 1 | \$14.00 | \$14.00 |
| | | Total | \$1,380.49 |

| Monthly Fees | Units | Rate / Unit | Total |
|---|-------|--------------|-------------------|
| Paychex Flex Time Kiosk App w Face ID | 1 | \$48.75 | \$48.75 |
| Managed Services (BPO) - 3 year agreement | 120 | \$10.00 | \$1,200.00 |
| | | Total | \$1,248.75 |

| Annual Fees | Units | Rate / Unit | Total |
|-----------------|-------|--------------|----------------|
| YE Handling Fee | 1 | \$26.00 | \$26.00 |
| | | Total | \$26.00 |

| One-time Fees | Units | Rate / Unit | Total |
|---|-------|--------------|-------------------|
| Paychex HR Pro - Implementation Fee | 1 | \$1,550.00 | \$1,550.00 |
| Paychex Flex Time - Setup Fee | 1 | \$1,000.00 | \$1,000.00 |
| Employer Shared Responsibility - Setup Fee (2024) | 1 | \$375.00 | \$375.00 |
| | | Total | \$2,925.00 |

| Usage Fees | Units | Rate / Use |
|-------------------------------|-------|------------|
| Remote I-9 - Per Verification | 1 | \$65.00 |
| Form I-9 - Per Verification | 1 | \$2.50 |

First year total \$53,828.74

Annual total \$50,903.74

- The Fees and/or discounts quoted in this Investment Summary are valid for thirty (30) days from the Created Date.

Investment Summary Package

Paychex HR Pro

HR Services

- Dedicated HR professional
- Workplace safety program (OSHA)
- Employee assistance program (EAP)
- Employee discounts

Talent Management

- Hiring strategy guidance
- Interviewing best practices
- Customized job descriptions
- Indeed.com partnership
- Employee screening essentials
- Employee handbook
- Performance management
- HR resource library
- Document management with e-signature

Benefits Administration

- Medical benefits and administration
- Retirement plans administration
- Voluntary benefits - dental, vision, life
- Pre-tax benefits - FSA, HSA, POP
- Financial wellness
- COBRA administration

Workforce Management

- Reporting and analytics - data exports
- General ledger report
- New hire reporting
- Employment & income verification services
- Labor compliance poster kit
- Custom reports and data exports
- State unemployment insurance service
- Labor distribution and job costing
- Payroll time off accrual

Payroll and Financial Support

- Payroll processing
- Payroll tax services - Taxpay[®]
- Flexible employee pay options
- Garnishment payment services
- Readychex[®] or check signing
- General ledger service

Notations

Product / Billing

- This is a proposal only. The Fees quoted are estimates and your actual Fees may vary based on your payroll frequency, number of workers, and actual products or services selected. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company. Unless otherwise agreed to in writing by the parties: (1) Fees may change as set forth in the service agreement; and (2) promotions begin and expire according to the terms of the promotion.
- Totals displayed do not include sales tax where applicable.
- Quarter/Year End Report Delivery: Quarter/YE Report Delivery fees are not included and will be charged if a package is delivered. Additional fees will apply.
- 1099 payments will be charged at a rate of \$2.20 per check.

Year-End Delivery

- **Note:** Please review your delivery method with your service provider before 12/31 to avoid additional charges.
- **Online Only**
 - You and your employees will receive no physical output.
 - W2s are typically available online within the first full week of January.

Your Custom Paychex Solution - Details

Based on a review of your organization's initiatives and requirements, we recommend Paychex HR Pro. Below is an overview of the services included in this package and any additional solutions we recommend to help you simplify complexities and realize better business outcomes.

Customized Job Descriptions

Tailored descriptions of job requirements can give candidates a clear understanding of job expectations and duties, provide the information needed to help determine exempt or non-exempt job classification, identify any physical requirements of the job, and be used as a tool for conducting performance conversations.

Dedicated HR Services

Extend your HR capabilities with the support of a certified HR professional. They can help you refine recruitment strategies, reduce compliance risks and improve employee the overall experience for your people.

Employee Assistance Program and Work/Life Balance

Give your employees wellness tools they need. Paychex has partnered with NexGen EAP to provide a package that includes:

- NexGen EAP mobile app
- Wellness program
- Legal referral
- Critical incident stress debriefing (CISD)
- Counseling referrals
- Virtual concierge
- Prescription drug card
- Supervisory support system

Employee Discount Program

Paychex has partnered with Working Advantage, LLC, to provide you and your employees with discounted products and services such as Broadway theater tickets, theme parks, movie rentals, and much more.

Employee Handbooks

Build a robust, online employee handbook that meets your company's needs now and in the future. The handbook builder includes hundreds of policies to help keep you compliant with state and federal regulations. Your Paychex HR Professional can help you build a handbook to your specifications.

Employee Self-Service & Mobile App

Deliver an employee experience that helps your people complete important HR tasks on their own and in compliance with regulations and company policies. We offer 25 employee self-service actions, enabling client and employee independence, including the ability to update address info, enter life events, fill out tax forms, report hours, and manage retirement accounts.

Employer Shared Responsibility (ESR) Services

Paychex ESR Services provide clients with analysis and ongoing notifications around the Employer Shared Responsibility provisions of the Affordable Care Act. We can help you determine if you are an applicable large employer, and which employees are considered full time.

Financial Wellness

Help employees take control of their finances with helpful financial planning resources, including an online personal wellness assessment, calculators, apps, and other educational tools.

Health Insurance and Administration

Provide access to comprehensive health insurance for your employees, design plans to help suit your organization while helping you to attract and retain talent.

HR Administration

Reduce turnover and develop your top performers by creating a culture of continuous feedback that empowers professional growth. Provide them with the feedback they need to excel at your organization. Capture, store, and access employee documentation and personnel records in the cloud with unlimited storage and accessible 24/7.

HR Events Calendar

Track key milestones and communicate important dates with employees including certification renewals, employee anniversaries, raise dates, and more.

Indeed.com

Post jobs to the world's number one job site right from Paychex Flex®. Paychex customers receive a \$200 credit to sponsor their jobs on Indeed to get more quality applicants fast.*

Job Costing and Labor Distribution

Determine how resources and time are spent with greater precision. Create labor assignments or project descriptions to your specifications to organize expenses to assist in determining what parts of the business are profitable, and integrate data with your general ledger.

Pay Card

The Skylight ONE Prepaid MasterCard® is a convenient alternative to traditional banks and paper paychecks. If you are interested in offering payroll cards to your employees, please speak with your HR professional.

Paychex Benefit Accounts

Flexible Spending Account (FSA), Health Savings Account (HSA), and Health Reimbursement Arrangement (HRA) – are tax-advantaged financial accounts into which the employer, the employee, or both can contribute pre-tax funds into an account that helps the employee pay for qualified health expenses, such as deductibles and copays, prescriptions, vision and dental care, and many others.

Payroll Services

Ability to pay employee via check, direct deposit, or paycard, and remit payments to third-parties for garnishments .

Performance Management

Communicate feedback on any schedule, not just once a year, with templates that you can align with your organizational goals.

Reporting and Analytics

Gain insight into your business with 160+ reports, create your own custom reports, and access benchmarking tools that leverage industry data of our 600,000+ customers.

Retirement Services

Paychex Retirement Services offer integrated processes and flexible plan design options that can minimize administrative burden, including payroll deductions and deposit of contributions into participant accounts. We offer Pooled Employer Plans (PEP), traditional 401(k) and safe harbor plans, Roth contributions, and profit-sharing options.

Salary Benchmarking

Salary benchmarking reports provide data about various jobs based on position title, company size, geographical location, and industry. This information may help you help establish wage levels and measure pay practices against those of other companies in similar industries.

Time and Attendance

Paychex time and attendance solutions offers a better way to save time, prevent errors and stay compliant by integrating time and attendance functions with payroll, HR, and other services. Employees have mobile access to punch and transfer between jobs on the go. Options that help with accuracy and budget requirements include: 1) Employee shift swapping, Geofencing and geo location capabilities, and 3) Biometric technology to eliminate buddy punching

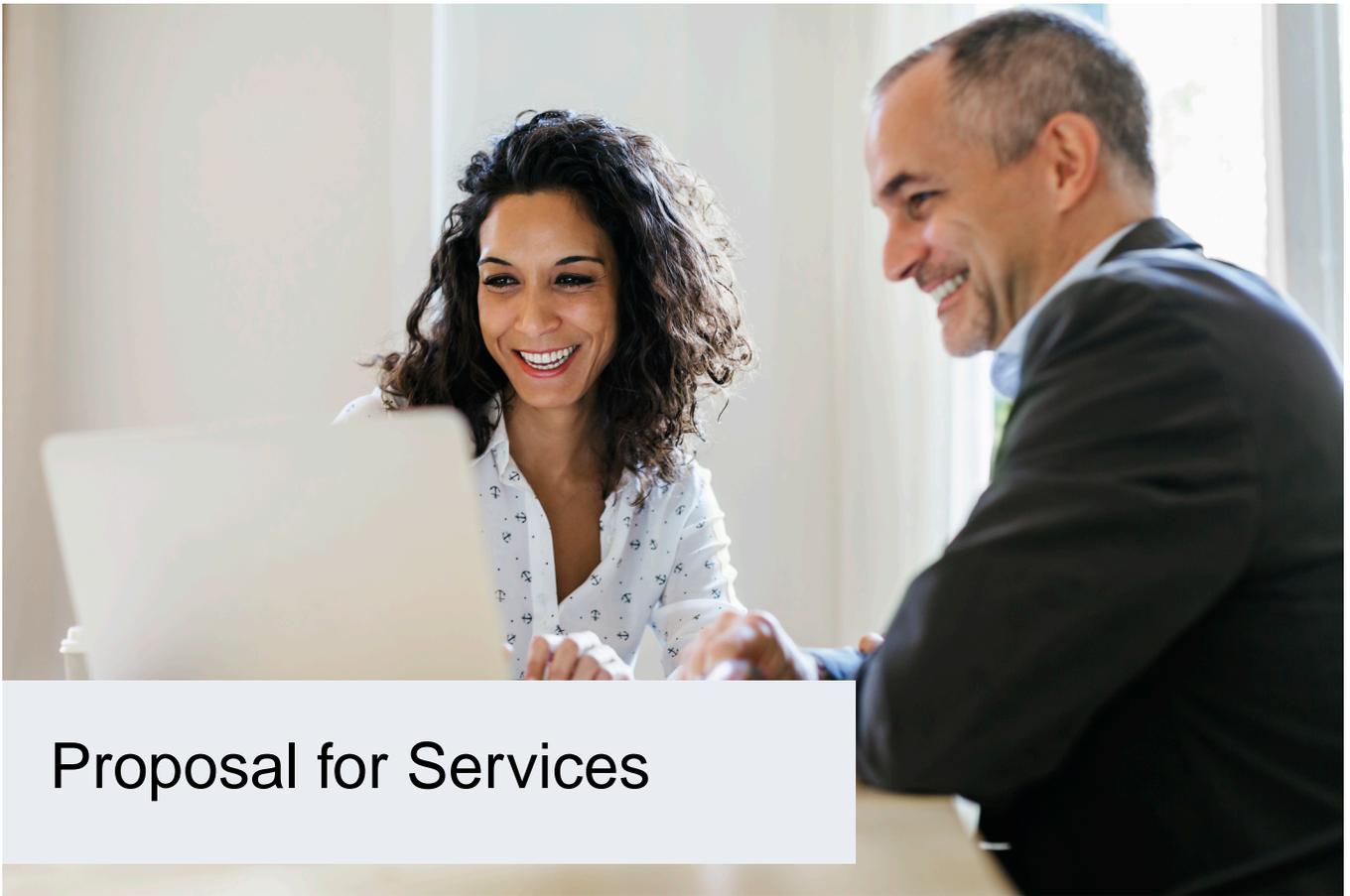
Voluntary Benefits

Offer your employees robust optional benefits that help them when they need it. Flexible coverage options available whether your business is starting, or if you already have a benefit package. Employee-paid benefits help attract and retain valued employees.

Workflows and Approvals

Define approval procedures for select self-service activities to ensure proper checks and balances for compensation changes and other sensitive processes.

*To receive the \$200 Indeed, Inc., credit, you must be a Paychex, Inc. client and post a sponsored job through Paychex Flex to Indeed. You must have the appropriate user access configured in Paychex Flex to post jobs to Indeed. Only new Indeed customers will be eligible to receive the \$200 credit. The \$200 credit expires after 12 months. The \$200 credit applies to any advertiser in the U.S. who hasn't received a credit in the past 180 days on Indeed, and is applicable only for future spend. Terms, conditions and quality standards apply.



Proposal for Services

Prepared for:

Hesperia Recreation And Park District
Moses Artola
16292 LIME STREET
Hesperia, CA 92345
martola@hesperiaparks.com

Prepared by:

Jason Istok
Enterprise HCM Consultant (CA)
jistok@paychex.com
+1 7143862950

PAYCHEX[®]

HR | Payroll | Benefits | Insurance

Investment Summary

Hesperia Recreation And Park District

Created Date: 08-05-2024

Quote Number: Q-1307806

| Monthly Fees | Units | Rate / Unit | Total |
|--|-------|--------------|-------------------|
| Paychex HR Partner Plus - Base Fee | 1 | \$212.50 | \$212.50 |
| Paychex HR Partner Plus - Per Worker Fee | 120 | \$12.50 | \$1,500.00 |
| | | Total | \$1,712.50 |

| One-time Fees | Units | Rate / Unit | Total |
|-------------------------------------|-------|-------------|--------|
| Paychex HR Partner Plus - Setup Fee | 1 | \$0.00 | \$0.00 |

First year total \$20,550.00

Annual total \$20,550.00

- The Fees and/or discounts quoted in this Investment Summary are valid for thirty (30) days from the Created Date.

Notations

Product / Billing

- This is a proposal only. The Fees quoted are estimates and your actual Fees may vary based on your payroll frequency, number of workers, and actual products or services selected. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company. Unless otherwise agreed to in writing by the parties: (1) Fees may change as set forth in the service agreement; and (2) promotions begin and expire according to the terms of the promotion.
- Totals displayed do not include sales tax where applicable.

Year-End Delivery

- **Note:** Please review your delivery method with your service provider before 12/31 to avoid additional charges.

Payroll and Tax Administration

| Time & Attendance | Service | Data Entry | Money Movement | Production Tasks | Tax & Compliance |
|---|--|---|--|---|--|
| <p>Import timecard/time sheet data</p> <p>Processing time off requests approved by client</p> <p>Configure paid time off accruals directed by client</p> <p>Create time data files</p> <p>Configure time data for adherence to client's policy/rules</p> <p><u>Audit and reconcile time data file exceptions</u></p> <p>Submit time data files to payroll</p> | <p>Support center for manager inquiries</p> <p>Management reports and ad hoc reporting assistance</p> <p>Development of payroll policies and ensure adherence in processing</p> <p>Payroll expertise/best practices</p> <p>Assigned payroll specialist team</p> <p>Online employee and manager self-service tools</p> <p>Online access to paystubs, W-2s</p> <p><u>Wage verification</u></p> <p><u>Employment verification</u></p> | <p>Import time data into payroll</p> <p>Enter employee payroll changes/ edits:</p> <ul style="list-style-type: none"> • Set up deductions • Enter employer level changes: • Mass changes • Wage and rate changes <p><u>Process new hires & Terminate employees in system</u></p> <p>Processing payroll adjustments or other miscellaneous corrections</p> <p>Create / Audit payroll data file</p> <p><u>Reconcile exceptions in payroll data file</u></p> <p>Submit payroll data for processing</p> | <p>Direct deposit reversals / stop payments</p> <p>Check / payroll reconciliation</p> <p><u>Payment and reconciliation of voluntary deductions; e.g. medical benefits, 401k, etc.</u></p> <p>Payment and reconciliation of garnishments, liens, etc.</p> | <p>Administer payroll calendar including special runs</p> <p>Administer employer level maintenance: Deductions, Banking information</p> <p>Administer off-cycle / manual check requests, calculations and processing</p> <p>Produce reports: Custom, Management, New Hire, etc.</p> <p>Interpret / Administer garnishments</p> <p>Prioritize and calculate garnishment payments Import pay roll data for processing</p> <p>Gross-to-net calculations</p> <p>Distribution of payroll through checks, direct deposit, or pay cards</p> <p>Create GL interface file</p> <p><u>Import GL file into financial system</u></p> | <p>Proactive assistance and notification of law changes via alerts</p> <p><u>Preparation of forms for new tax jurisdictions</u></p> <p>Administer quarterly and year-end processes and procedures</p> <p>Filing of quarterly and annual federal, state, and local employment related taxes</p> <p>Payment of federal, state and local taxes per client authorization</p> <p>Reconciliation of taxes paid</p> <p>Electronic distribution of employee W-2s and 1099s</p> <p>Respond to agency inquiries</p> <p>Disaster recovery/business continuity</p> <p>Periodic system/technology upgrades based on tax and payroll legislative changes</p> |

* Underlined represents shared responsibilities



**HESPERIA RECREATION AND PARK DISTRICT
HESPERIA AREA RECREATION DISTRICT FOUNDATION
P. O. BOX 401055
Hesperia, CA 92340
(760) 244-5488**

**Hesperia Fall Festival and Car Show
COSPONSORSHIP AGREEMENT**

Name of Organization: El Dorado

Broadcasters, LLC Organization

Representatives: Jonathan Brewster

Mailing Address: 11920 Hesperia Road, Hesperia, CA 92345

Phone: 760-881-3819

Email: jb@edbroadcasters.com

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation hereinafter called "H.A.R.D." under contract to the Hesperia Recreation and Park District, hereinafter called "the DISTRICT" and El Dorado Broadcasters, LLC, hereinafter called "E.D.B."

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, the above named E.D.B., desires to partner with H.A.R.D to hold the Hesperia Fall Festival and Car Show.

WHEREAS, E.D.B. has signified a willingness to undertake the required work in co-hosting the event, the following provisions shall govern the execution of this AGREEMENT:

1. Facilities to be used:

- a. The Hesperia Lake Park, Day Use Area, 7500 Arrowhead Lake Road, Hesperia, 92345, on the following date:

| | | |
|------------------------|------------------|-------------------------|
| Event Setup: | October 26, 2024 | 10:00 a.m. to 1:00 p.m. |
| Event times: | October 26, 2024 | 2:00 p.m. to 6:00 p.m. |
| Event clean-up: | October 26, 2024 | 6:00 p.m. to 8:00 p.m. |

2. E.D.B. understands H.A.R.D. may have other events/activities at said facility on date listed above.
3. All areas listed here are collectively referred to as the "Facilities."
4. Responsibilities of E.D.B.:
 - a. Provide all required publicity for the event. DISTRICT may help with publicity by posting information on DISTRICT website, publication, Facebook, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District and be preapproved by the DISTRICT prior to the release of such information. In accordance with the co-sponsorship, E.D.B. shall identify the DISTRICT and H.A.R.D. in all advertising and at the event.
 - b. Supply DISTRICT with a vendor map, no later than two (2) weeks prior to the event.
 - c. All vendors and final vendor set up must be approved by H.A.R.D. prior to acceptance by E.D.B. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all DISTRICT rules and regulations. All vendors must adhere to the DISTRICT's and H.A.R.D.'s policies and requirements. Final list of vendors and required information to be turned in to H.A.R.D. two (2) weeks prior to event.
 - d. Refrain from allowing entertainers or vendors that are inappropriate for a family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of this contract.
 - e. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
 - f. Will not make any changes, additions, or deletions to any facility or park without prior written approval from H.A.R.D. and the DISTRICT.
 - g. Properly report all monies earned as a result of this event to the state and federal governments. E.D.B. releases H.A.R.D. and the DISTRICT from any responsibility for reports of income for tax purposes as it pertains to E.D.B.
 - h. Agrees to adhere to all federal, state, and local rules, regulations, policies, and procedures.

- i. Understands that this Agreement does not convey any future obligations by DISTRICT, H.A.R.D., or City of Hesperia to cosponsor or assist with any future E.D.B. events.
5. E.D.B. shall donate back to H.A.R.D. 25% of sponsorship revenue, not related to commercial value, and vendor registration fees no later than 60 days after the event. E.D.B. will supply DISTRICT with a list of sponsorships revenue paid and vendor revenue paid including payment receipts. Vendor and sponsorship pricing will be determined by E.D.B.
6. Rules & Regulations: DISTRICT, H.A.R.D., and E.D.B. shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If E.D.B. has rules separate from H.A.R.D.'s and the District's rules, H.A.R.D. must approve the additional rules and E.D.B. will be responsible for posting and enforcing them.
7. Responsibilities of H.A.R.D.:
 - a. Provide adequate staffing for the supervision and control of the event.
 - b. Allow the use of the portable restrooms, handwashing stations on-site and any additional portable restrooms, hand washing stations, or pumping service required will be provided.
 - c. H.A.R.D will be responsible for obtaining a "Temporary Special Event Permit" from the City of Hesperia no later than sixty (30) days prior to the event date stipulated in this agreement. Permit guidelines, application, and contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.
 - d. H.A.R.D shall be responsible for notifying the State Board of Equalization on all commercial vendors required to have a valid Sellers Permit (BOE 410D).
 - e. H.A.R.D shall also abide by all County health requirements, including acquiring a Temporary Food Facility Permit.
8. Parties' Representatives:
 - a. E.D.B. assigns Jonathan Brewster, CEO, to act as organization's representative in all details related to this Agreement. E.D.B. representative to be contacted at jb@edbroadcasters.com or 760-881-3819.
 - b. H.A.R.D. assigns Sarah Hauser, District Recreation Manager, to act as H.A.R.D.'s representative in all details related to this Agreement. H.A.R.D

representative to be contacted at shauser@hesperiaparks.com or 760-244-5488 ext 125.

9. Limitation on Use: No subletting of facilities/parks is allowed. No usage other than that previously stated will be allowed without written permission from H.A.R.D.
10. Independent Contractor: E.D.B. is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., the DISTRICT, or the City of Hesperia. E.D.B. shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of the DISTRICT.
11. General liability insurance: E.D.B. shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

Such insurance shall name the DISTRICT, H.A.R.D., and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. E.D.B. shall file certificates of such insurance with the DISTRICT and H.A.R.D. at least thirty (30) days prior to the event. These certificates must include endorsements that require the insurance provider to notify the DISTRICT and H.A.R.D. thirty (30) days in advance of any cancellation or any change in coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT and H.A.R.D. may deny access to the facility.

- a. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by DISTRICT's self-insurance pool.

- b. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all

inclusive, or to the exclusion of other coverage, or a waiver of any type. If E.D.B. maintains higher limits than the minimums shown above, the DISTRICT, H.A.R.D., and the City of Hesperia require and shall be entitled to coverage for the higher limits maintained by the E.D.B. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT, H.A.R.D., and the City of Hesperia.

12. Indemnification: E.D.B. shall indemnify, defend, and hold harmless the DISTRICT, H.A.R.D, and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the E.D.B.'s use or occupancy of a facility or property controlled by the DISTRICT, H.A.R.D., and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of the DISTRICT, H.A.R.D, and the City of Hesperia, its officers, employees, or agents.

13. E.D.B. hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the DISTRICT, H.A.R.D., the City of Hesperia, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and E.D.B. knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on E.D.B., its successors and assigns. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
 - a. E.D.B. shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to the DISTRICT in writing within forty-eight (48) hours of the event.

 - b. E.D.B. waives any right of recovery against the DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.

 - c. E.D.B. waives any right of recovery against DISTRICT for

indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facilities and adjoining property.

14. Miscellaneous: This Agreement represents the entire Agreement of the parties, written or oral, as to the subject matter hereof. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver hereof. In the event of any litigation to enforce this Agreement, the prevailing party to such litigation shall be entitled to reasonable attorneys' fees and costs as determined by the Court. E.D.B. may not assign this Agreement.
15. Failure of E.D.B. to comply with the provisions of this Agreement shall be grounds for immediate cancellation or termination of the Agreement by either the H.A.R.D. or the DISTRICT.
16. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the DISTRICT, H.A.R.D., and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. E.D.B. waives any right of recovery against the DISTRICT, H.A.R.D., and the City of Hesperia, and E.D.B. shall not charge results of "acts of God" to the DISTRICT, H.A.R.D., and the City of Hesperia, its officers, employees, or agents.
17. When this Agreement is signed by both parties it shall constitute a binding Agreement from execution of Agreement through October 27, 2024. Either party may cancel this Agreement by providing thirty (30) days' prior written notice.

Signature page to follow:

APPROVED:

Hesperia Area Recreation District Foundation

El Dorado Broadcasters

BY: _____
Robert Hernandez, Acting Executive Director

BY: _____
Jonathan Brewster, Chief Executive Officer

Hesperia Recreation and Park District
BY: _____
Robert Hernandez, Acting General Manager

DATE: _____

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initial

Sarah Hauser

From: Brewster, Jonathan <jb@edbroadcasters.com>
Sent: Wednesday, April 3, 2024 5:10 PM
To: Sarah Hauser; Juan Ramos
Subject: Promotion Totals

Sarah and Juan:

I took a quick look into our system and gathered information for our Fall Festival promotion.

The following lists airtime committed to different phases of the event. To eliminate any concerns about exaggeration, I've applied a very conservative value of \$20 to each announcement.

Fall Festival

| | | |
|----------------------------|-------------------------------------|-----------------|
| Call to Vendors | 440 commercials over 5 stations | \$8,800 |
| Produced Event Commercials | 1,632 commercials across 6 stations | \$32,640 |
| Live Jock Talk Promotion | Over 250 across 5 stations | \$5,000 |
| <u>Stations on-site</u> | <u>5 stations at \$2,000 each</u> | <u>\$10,000</u> |
| Total | | \$56,440 |

Please let me know if this covers what you need and if there are any questions.

We look forward to continuing the partnership!

Best regards,

Jonathan Brewster
Chief Executive Officer
El Dorado Broadcasters
11920 Hesperia Road
Hesperia, CA 92345
Direct (760) 881-3819

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055 * Hesperia, CA 92340 * (760) 244-5488 * HesperiaParks.com

FACILITY REGISTRATION FORM

Participant Name: El Dorado Broadcasters

Address: 1920 Hesperia Rd. City: Hesperia Zip: 92345

Date(s) of Rental _____

Donations/Sponsorships

- John Swisher
- Lime Street
- Percy Bakker North
- Percy Bakker South
- Rick Novack
- Other: _____

Total \$ _____

Room Fees \$ _____

Other

Trunk or Treat 10/2023

Room Deposit \$ _____ Bar Deposit \$ _____

Total \$ 3,768.13

Hosted Non-Hosted

Date(s) of Rental _____

Hesperia Community Park Field 1 Field 2 Field 3 Field 4

Field 5 Field 6 Field 7 Field 8

Hesperia Lake Picnic Area 1 Area 2 Area 3 Day

Lime Street Park Field 1 Field 2 Field 3 Field 4

Hesperia Lake Soccer

Live Oak Park

Malibu Park

Maple Park

Timberlane Park

ENTERED
JAN 30 2024

Fees \$ _____

Signature

Name (Printed)

Date

1/24/2024

For Official Use Only

Fee Paid: Cash \$ _____ Debit/Credit \$ _____ ACH \$ _____ Check # 35316 3,768.13

Total Received \$ 3768.13 Received By [Signature] Mail Office _____

**HESPERIA RECREATION AND PARK DISTRICT
HESPERIA AREA RECREATION DISTRICT FOUNDATION
P. O. BOX 401055
Hesperia, CA 92340
(760) 244-5488**

*2024 DIECISEIS DE SEPTIEMBRE
COSPONSORSHIP AGREEMENT*

Name of Organization: El Dorado Broadcasters, LLC

Organization Representatives: Jonathan Brewster

Mailing Address: 11920 Hesperia Road, Hesperia, CA 92345

Phone: 760-881-3819

Email: jb@edbroadcasters.com

THIS CONTRACT is entered into in the State of California by and between the Hesperia Area Recreation District Foundation hereinafter called "H.A.R.D." under contract to the Hesperia Recreation and Park District, hereinafter called "the DISTRICT" and El Dorado Broadcasters, hereinafter called "E.D.B."

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Public Resources Code Section 5780 (b) a recreation and park district may cooperate with other agencies and private organizations to deliver authorized facilities and services; and

WHEREAS, the above named E.D.B., desires to conduct the Dieciseis de Septiembre event and the DISTRICT desires to co-sponsor the event.

WHEREAS, E.D.B. has signified a willingness to undertake the required work in hosting the event, the following provisions shall govern the execution of this AGREEMENT:

1. Facilities to be used:
 - a. The amphitheater, south and north turf at Hesperia Civic Plaza Park, 15833 Smoke Tree Street, Hesperia, 92345, which area is leased and controlled by the DISTRICT, on the following date:

| | | |
|------------------------|--------------------|-------------------------|
| Event Setup: | September 15, 2024 | 12:00 p.m. to 2:00 p.m. |
| Event times: | September 15, 2024 | 2:00 p.m. to 9:00 p.m. |
| Event clean-up: | September 15, 2024 | 9:00 p.m. to 11:00 p.m. |

2. E.D.B. understands H.A.R.D. may have other events/activities at said facility on date listed above.
3. All areas listed here are collectively referred to as the "Facilities."
4. Responsibilities of E.D.B.:
 - a. Provide all required publicity for the event. The DISTRICT may help with publicity by posting information on the DISTRICT website, publication, Facebook, and at DISTRICT facilities. All publicity and letters must show Hesperia Recreation and Park District and City of Hesperia logos and be preapproved by the DISTRICT prior to the release of such information. In accordance with the co-sponsorship, E.D.B. shall identify the DISTRICT and H.A.R.D. in all advertising and at the event.
 - b. Provide a dumpster for the removal of trash produced by the event.
 - c. Supply the DISTRICT with a map of the layout of vendors needing electricity, no later than four (4) weeks prior to the event. DISTRICT will submit map to the City of Hesperia which oversees the delivery of electricity at Hesperia Civic Plaza Park.
 - d. If access to a water supply for the event is required, E.D.B. will supply the DISTRICT a request in writing no later than four (4) weeks prior to the Event. All additional equipment must be provided by E.D.B.
 - e. Agrees to adhere to all federal, state, and local rules, regulations, policies, and procedures.
 - i. E.D.B. shall be responsible for compliance with all State Board of Equalization requirements for any commercial vendors required to have a valid Sellers Permit (BOE 410D).
 - ii. E.D.B. will be responsible, at its own expense, to obtain a "Temporary Special Event Permit" from the City of Hesperia no later than thirty (30) days prior to the event date stipulated in this agreement. Permit guidelines, application, and contact information are available on the City of Hesperia's official website, www.CityofHesperia.us.
 - f. E.D.B. assumes sole responsibility for all participants, vendors, and personnel associated with the event and is ultimately accountable for the successful execution of the event and the welfare of everyone involved. This includes handling any issues or emergencies that arise and ensuring all legal and safety standards are met.

- g. All vendors must be approved by H.A.R.D. prior to acceptance by E.D.B. H.A.R.D. must approve all activities, booth spaces, and clients. Said booths and clients must meet all the DISTRICT rules and regulations. All vendors must adhere to H.A.R.D. policies and requirements.
- h. Will refrain from allowing entertainers or vendors that are inappropriate for a family audience as determined by H.A.R.D. Failure to abide by these terms may result in the voiding of this contract.
- i. Restrict vehicles from all turf and plant areas and shall be responsible for any turf, plant, or irrigation damage as a result of the event.
- j. Clear all vehicles from the vendor and entertainment area thirty (30) minutes prior to the start of the event. No vehicles will be allowed to enter or exit the area during the event.
- k. Will not make any changes, additions, or deletions to any facility or park without prior written approval from H.A.R.D. and the District.
- l. Properly report all monies earned as a result of this event to the state and federal governments. E.D.B. releases H.A.R.D. and the DISTRICT from any responsibility for reports of income for tax purposes as it pertains to E.D.B.
- m. Provide adequate staffing and security for the supervision and control of the event. The minimum type (Sheriff or private forces) and number of security personnel as well as any special security rules will be determined by the DISTRICT's General Manager. All security needs will meet the DISTRICT standards and be from an approved DISTRICT security organization by the DISTRICT's General Manager.
- n. Understands that this Agreement does not convey any future obligations by DISTRICT, HARD or City of Hesperia to cosponsor or assist with any future E.D.B. events.

5. To operate a "beer garden", E.D.B. shall:

- a. Obtain a valid liquor sales license from the California Department of Alcoholic Beverage Control (ABC) and liquor liability insurance covering the sale of alcohol.
- b. The general liability insurance shall include host liquor liability coverage.
- c. Supply sufficient staffing to work the area.
- d. Have licensed security in the beer garden and at the entry/exit.
- e. Supply tables, chairs, and canopies.
- f. Donate to H.A.R.D. an amount negotiated based on prior year sales.

- g. Develop and submit a security plan to ensure the safety and control of the beer garden area, in accordance with local authorities.
 - h. Submit its procedures to the District and H.A.R.D. that ensures that alcohol is only served to patrons aged 21 and over and includes measures to prevent overconsumption.
 - i. Ensure that all servers have completed responsible beverage service training required by the state of California and provide proof of completion of training for each server and manager to the DISTRICT and H.A.R.D.
 - j. Develop and share with the DISTRICT and H.A.R.D. its written alcohol management plan that includes the following:
 - i. A written Alcohol Management Plan outlining procedures for alcohol service and sales.
 - ii. The Alcohol Management Plan must detail how alcohol will be served, including staff training, serving sizes, and measures to prevent over-serving or underage sales.
 - iii. Specify the hours of alcohol service and any procedures for managing last calls.
 - iv. Must include detailed procedures for tracking sales, including both card and cash transactions and methods for recording and reporting all sales accurately.
 - v. The DISTRICT and H.A.R.D. will conduct an alcohol inventory check before the beer garden opens. An additional inventory will be conducted during the event and at its conclusion. Inventory levels will be compared to sale receipts to ensure accuracy and accountability.
 - vi. E.D.B. must provide a final report comparing alcohol inventory levels to sales receipts, including a breakdown of card and cash sales.
 - vii. Final report and payment must be submitted to H.A.R.D. thirty (30) days after event.
 - k. E.D.B. shall provide proof of its valid liquor license, general liability insurance, security plan, procedures regarding alcohol service, responsible beverage server training and alcohol management plan as provided in this section no later than fourteen (14) days prior to the event.
6. Rules & Regulations: The DISTRICT, H.A.R.D., and E.D.B. shall establish appropriate Rules and Regulations for conducting the event and use of the Facilities. If E.D.B. has rules separate from H.A.R.D.'s and the DISTRICT's rules, H.A.R.D. must approve the additional rules and E.D.B. will be responsible for posting and enforcing them.
7. Responsibilities of H.A.R.D.:
- a. Obtain a Temporary Food Facility Permit from San Bernardino County Department of Public Health.
 - b. Allow the use and schedule service of the three portable restrooms on-site and coordinate delivery and use of two hand washing stations. Any additional portable restrooms and/or hand washing stations required will be provided by E.D.B. at their sole cost.

8. Parties' Representatives:

- a. E.D.B. assigns Jonathan Brewster, CEO, to act as organization's representative in all details related to this Agreement. E.D.B. representative to be contacted at jb@edbroadcasters.com or 760-881-3819.
- b. H.A.R.D. assigns Sarah Hauser, District Recreation Manager, to act as H.A.R.D.'s representative in all details related to this Agreement. H.A.R.D. representative to be contacted at shauser@hesperiaparks.com or 760-244-5488 ext 125.

9. Limitation on Use: No subletting of facilities/parks is allowed. No usage other than that previously stated will be allowed without written permission from H.A.R.D.

10. Independent Contractor: E.D.B. is an independent contractor and shall not be deemed nor represent themselves to be officers or employees of H.A.R.D., the DISTRICT, or the City of Hesperia. E.D.B. shall not be eligible or lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or to those benefits reserved for employees of DISTRICT.

11. General liability insurance: E.D.B. shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

Such insurance shall name the DISTRICT, H.A.R.D., and the City of Hesperia, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. E.D.B. shall file certificates of such insurance with the DISTRICT and H.A.R.D. at least thirty (30) days prior to the event. The certificates must include endorsements that require the insurance provider to provide thirty (30) days' notice to the DISTRICT and H.A.R.D. of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT and H.A.R.D. may deny access to the facility.

- a. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial

Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.

b. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If E.D.B. maintains higher limits than the minimums shown above, the DISTRICT, H.A.R.D., and the City of Hesperia require and shall be entitled to coverage for the higher limits maintained by the E.D.B. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT, H.A.R.D., and the City of Hesperia.

12. Indemnification: E.D.B. shall indemnify, defend, and hold harmless the DISTRICT, H.A.R.D., and the City of Hesperia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the E.D.B.'s use or occupancy of a facility or property controlled by the DISTRICT, H.A.R.D., and the City of Hesperia, unless solely caused by the gross negligence or willful misconduct of the DISTRICT, H.A.R.D., and the City of Hesperia, its officers, employees, or agents.

13. E.D.B. hereby waives, releases, and discharges any and all claims for damages for personal injury, death, or property damage which may have, or which may hereafter accrue, as a result of the use of the Facilities and the activities contemplated by this Agreement. This release is intended to discharge in advance the DISTRICT, H.A.R.D., the City of Hesperia, and their respective officers, employees, authorized volunteers, and agents from any and all liability arising out of or connected in any way with said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents or communicable disease and E.D.B. knowing those risks hereby assumes those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on E.D.B., its successors and assigns. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

a. E.D.B. shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with use or occupancy of the Facilities and adjoining property to DISTRICT

in writing within forty-eight (48) hours of the event. E.D.B. waives any right of recovery against DISTRICT for fires, floods, earthquakes, civil disturbances, regulation of any public authority, or any causes beyond their control.

- b. E.D.B. waives any right of recovery against the DISTRICT for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facilities and adjoining property.

14. Miscellaneous: This Agreement represents the entire Agreement of the parties, written or oral, as to the subject matter hereof. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver hereof. In the event of any litigation to enforce this Agreement, the prevailing party to such litigation shall be entitled to reasonable attorneys' fees and costs as determined by the Court. E.D.B. may not assign this Agreement.
15. Failure of E.D.B. to comply with the provisions of this Agreement shall be grounds for immediate cancellation or termination of the Agreement by either the H.A.R.D. or the DISTRICT.
16. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the DISTRICT, H.A.R.D., and the City of Hesperia shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. E.D.B. waives any right of recovery against the DISTRICT, H.A.R.D., and the City of Hesperia, and E.D.B. shall not charge results of "acts of God" to the DISTRICT, H.A.R.D., and the City of Hesperia, its officers, employees, or agents.
17. When this Agreement is signed by both parties it shall constitute a binding Agreement from execution of Agreement through September 16, 2024. Either party may cancel this Agreement by providing thirty (30) days' prior written notice.

Signature page to follow:

APPROVED:

Hesperia Area Recreation District Foundation

El Dorado Broadcasters

BY: _____
Robert Hernandez, Acting Executive Director

BY: _____
Jonathan Brewster, Chief Executive Officer

Hesperia Recreation and Park District
BY: _____
Robert Hernandez, Acting General Manager

DATE: _____

DATE: _____

Submitted by: Sarah Hauser, Recreation Manager

Initial

HESPERIA RECREATION AND PARK DISTRICT
P.O. Box 401055 * Hesperia, CA 92340 * (760) 244-5488 * HesperiaParks.com

FACILITY REGISTRATION FORM

Participant Name: Victorville Rotary Club

Address: PO Box 734 City: Victorville Zip: 92393

| | |
|---|--|
| <p>Date(s) of Rental _____</p> <p>John Swisher <input type="checkbox"/></p> <p>Lime Street <input type="checkbox"/></p> <p>Percy Bakker North <input type="checkbox"/></p> <p>Percy Bakker South <input type="checkbox"/></p> <p>Rick Novack <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>Room Fees \$ _____</p> <p>Room Deposit \$ _____ Bar Deposit \$ _____</p> <p style="text-align: center;">Hosted <input type="checkbox"/> Non-Hosted <input type="checkbox"/></p> | <p>Donations/Sponsorships</p> <p><u>Mexican Independence</u></p> <p>Total \$ <u>192.86</u> <u>Day Beer Sales</u></p> <p>Other: <u>Rotary club Percentage</u></p> <hr/> <p>Total \$ _____</p> |
|---|--|

Date(s) of Rental _____

| | | | | |
|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Hesperia Community Park | Field 1 <input type="checkbox"/> | Field 2 <input type="checkbox"/> | Field 3 <input type="checkbox"/> | Field 4 <input type="checkbox"/> |
| | Field 5 <input type="checkbox"/> | Field 6 <input type="checkbox"/> | Field 7 <input type="checkbox"/> | Field 8 <input type="checkbox"/> |
| Hesperia Lake Picnic | Area 1 <input type="checkbox"/> | Area 2 <input type="checkbox"/> | Area 3 <input type="checkbox"/> | Day <input type="checkbox"/> |
| Lime Street Park | Field 1 <input type="checkbox"/> | Field 2 <input type="checkbox"/> | Field 3 <input type="checkbox"/> | Field 4 <input type="checkbox"/> |
| Hesperia Lake Soccer | <input type="checkbox"/> | | | |
| Live Oak Park | <input type="checkbox"/> | | | |
| Malibu Park | <input type="checkbox"/> | | | |
| Maple Park | <input type="checkbox"/> | | | |
| Timberlane Park | <input type="checkbox"/> | | | |

Fees \$ _____

Signature _____ Name (Printed) _____ Date _____

For Official Use Only

Fee Paid: Cash \$ _____ Debit/Credit \$ _____ ACH \$ _____ Check # #4375 \$ 192.86

Total Received \$ 192.86 Received By JR Mail Office _____

ACTING GENERAL MANAGER EMPLOYMENT AGREEMENT

This ACTING GENERAL MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is made as of June 12, 2024 (the “Effective Date”), by and between Hesperia Recreation and Parks District (together with its successors and assigns, the “District”), and Robert Hernandez, (hereinafter “Employee”).

RECITALS

WHEREAS the District desires to engage the services of Employee as the District’s Acting General Manager and Employee desires to be employed by the District, as the District’s Acting General Manager; and

WHEREAS Employee will serve at the pleasure of the Board of Directors of the District (hereinafter referred to as the “Board”) and;

WHEREAS Employee represents that he has the requisite skills and is otherwise qualified to serve as Acting General Manager and desires to accept employment as Acting General Manager of the District; and;

WHEREAS the District and Employee (hereafter referred to collectively as the “Parties”) agree to the terms of said employment; and

WHEREAS the Parties wish to enter into this Agreement, setting forth the rights and obligations of the Parties and this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- 1. Employment and Term.** The District hereby agrees to employ Employee, and Employee hereby accepts employment by the District as Acting General Manager. Employee’s term of employment by the District under this Agreement (the “**Term**”) shall commence on the Effective Date and end on the date on which the term of employment is terminated in accordance with Section 8. The Employee’s employment with the District shall be on an “at-will” basis.

- 2. Position, Duties and Responsibilities, Location, and Commuting.**
 - (a) Position and Duties.** During the Term, the District shall employ Employee as its Acting General Manager. Employee shall report directly to the District, subject to the specific direction of the District’s Board of Directors (the “Board”). Employee shall have general overall authority and responsibility for performing the duties and responsibilities customarily associated with the position of an Acting General Manager including those set forth in the job description set forth in Exhibit “A”, attached and incorporated, and such additional duties and responsibilities as may be reasonably assigned to him from time to time by the District. The Board shall have

the power and sole discretion to determine any specific additional duties and responsibilities, which Employee must perform under District's rules, regulations, and policies relating to employees. Employee further agrees to use his best efforts, skill, and abilities to promote the District's interest, and to perform the duties and responsibilities assigned to him in a trustworthy, businesslike, and loyal matter. Employee shall also have such other duties, powers, and authority as are commensurate with his position as Acting General Manager and such other duties and responsibilities that are commensurate with his positions as specifically delegated to him from time to time by the Board.

- (b) **Exclusive Services and Efforts.** Employee agrees to devote his or her efforts, energies, and skill to the discharge of the duties and responsibilities attributable to his or her position and, except as set forth herein, agrees to devote all his or her professional time and attention to the business and affairs of the District.
- (c) **Compliance with District Policies.** Employee shall be subject to the bylaws, policies, practices, procedures, and rules of the District, including those policies and procedures set forth in the District's Code of Conduct and Ethics. Employee agrees that to the best of his abilities he will at all times perform all of the duties and obligations required of him either expressly or implicitly under the terms of this Agreement. Employee acknowledges that a violation of these terms shall be considered a breach of the terms of this Agreement.
- (d) **Location of Employment.** Acting General Manager's principal office, and principal place of employment, shall be at the District's offices at 16292 Lime St, Hesperia, CA 92345; however Acting General Manager may be required under business circumstances to travel outside of such location in connection with performing his or her duties under this Agreement.

3. Compensation.

- (a) **Base Salary.** During the Term, the District shall pay to Employee an annual salary of One Hundred Ten Thousand Dollars (\$110,011.20) ("**Base Salary**"). The Board or the District may increase or decrease the Base Salary, in its sole discretion.

4. Employee Benefits and Perquisites.

- (a) **Benefits.** Employee shall be entitled to participate in such health, group insurance, welfare, pension, and other employee benefit plans, programs, and arrangements as are made generally available from time to time to other employees of the District, on the same terms and conditions as apply to such employees as those may be amended, modified, supplemented, or rescinded from time to time; similarly, the Employee may opt out of such coverage if he has the alternative coverage as required by law. In the event the Employee requests such coverage, the District will provide coverage for Employee and his dependents, spouse, or domestic partner (if applicable) at District's expense. Nothing herein shall be construed to limit the District's ability to amend or terminate any employee benefit plan or program in its sole discretion.

(i) **Life Insurance**

(A) The District shall provide life insurance for Employee payable to beneficiaries designated by Employee, with a value of Fifty-Thousand Dollars (\$50,000). The District shall provide Employee with a copy of the insurance policy purchased to satisfy this contractual obligation, and the terms of the policy shall define the exact scope and nature of the benefit. Employee, at his discretion, may elect to increase the amount of said policy. Employee shall solely bear the cost of any such increase.

(b) **Fringe Benefits, Perquisites, and Paid Time Off.** During the Term, Employee shall be entitled to participate in all fringe benefits and perquisites made available to other employees of the District, subject to Employee's satisfaction of all applicable eligibility conditions to receive such fringe benefits and perquisites. In addition, Employee shall be credited with eighty (80) hours of paid vacation to be used only with prior consent of the Board. Employee shall accrue on a prorated basis over the course of each year of his employment ten (10) days (80 hours) of vacation time allocated evenly each pay period. Employee may cash out up to eighty (80) hours of vacation once a year, after the first year of employment. Should this contract be renewed, Employee will receive three weeks of vacation during the third and fourth years of the contract and four weeks of vacation during the fifth year and thereafter.

(i) **Holiday Pay.** Employee shall receive thirteen (13) paid holidays per District policy.

(ii) **Sick Time.** Employee will accrue sick leave up to 96 hours per year, accrued in monthly increments.

(c) **Reimbursement of Expenses.** The District shall reimburse Employee for all reasonable pre-approved business and travel expenses incurred in the performance of his job duties, promptly upon presentation of appropriate supporting documentation and otherwise in accordance with and subject to the expense reimbursement policy of the District.

(i) **Cell Phone.** The District shall supply Employee with a cell phone for business use. Employee may utilize his personal cell phone for his work and shall be reimbursed \$150/month for such use of his phone.

(ii) **Car Allowance.** The District shall pay Employee a \$700 a month car allowance.

(iii) **Reporting of Used Leaves.** Employee shall provide the Board with a quarterly report of leaves of absences.

5. Employee's Additional Responsibilities

(a) **Full Business Time and Efforts.** During Employee's employment, Employee shall devote his full business energies, interest, abilities, and productive time to the performance of this Agreement and shall not, without the District's prior written consent, render to others services of any kind for compensation, or engage in any

other business activity that would interfere with the performance of his duties under this Agreement or conflict with his duties to the District. Employee's duties may involve expenditures of time more than the regularly established workday or more than a forty (40) hour work week straight and may also include time outside normal office hours, including attendance at Board and other meetings.

- (b) **Business Conduct and Ethics.** During the term of his employment with the District, Employee will comply with the District's policies and guidelines pertaining to business conduct and ethics. Employee further agrees that in rendering services for the District he will always use his best efforts to comply with established District practices and with all applicable federal, state, and local laws and regulations.

6. Performance Evaluation

- (a) **Quarterly Reports.** The District will establish goals for Employee. Employee shall submit a quarterly progress report to the District as to those goals. Goals and objectives may be added or deleted at the discretion of the Board. Attainment of these objectives will be considered in Employee's evaluations.
- (b) **Annual Reviews.** The Board shall review and evaluate the performance of Employee annually for every year this Agreement is in effect. Following each performance evaluation, the Board shall provide Employee with a written evaluation and provide an opportunity for Employee to discuss his evaluation with the Board.

7. Term

- (a) **Initial Term.** Subject to the termination provisions below, this Agreement shall commence as of the Effective Date set forth in the opening section of this Agreement and shall remain at the sole discretion of the Board of Directors.

8. Termination.

- (a) **General.** The District may terminate Employee's employment for any reason or no reason, and Employee may terminate his or her employment for any reason or no reason, in either case subject only to the terms of this Agreement.. Upon termination of Employee's employment, Employee shall be entitled to the compensation and benefits to the date of termination and shall have no further rights to any severance compensation, payments, or benefits from the District. For purposes of this Agreement, the following terms have the following meanings:
 - (i) **"Accrued Benefits"** shall mean: (i) accrued but unpaid Base Salary through the Termination Date, payable within thirty days following the Termination Date ; (i) reimbursement for any unreimbursed pre-approved reasonable business expenses incurred through the Termination Date, payable within thirty days following the Termination Date; (ii) accrued but unused Vacation days; and (iii) all other payments, benefits, or fringe benefits to which Employee shall be entitled as of the Termination Date under the terms of any applicable

compensation arrangement or benefit, equity, or fringe benefit plan or program or grant.

- (ii) **“Cause”** shall mean: (i) a breach by Employee of his fiduciary duties to the District; (ii) the commission of (A) any crime constituting a felony in the jurisdiction in which committed, (B) any crime involving moral turpitude (whether or not a felony), or (C) any other criminal act involving embezzlement, misappropriation of money, fraud, theft, or bribery (whether or not a felony); (iii) illegal or controlled substance abuse or insobriety by Employee; (iv) Employee's material negligence or dereliction in the performance of, or failure to perform Employee's duties of employment with the District, which remains uncured or continues after ten (10) days' notice by the District thereof; (v) Employee's refusal or failure to carry out a lawful directive of the District or any member of the Board or any of their respective designees; or (vi) any conduct, action or behavior by Employee that is, or is reasonably expected to be, materially damaging to the District, whether to the business interests, finance or reputation. In addition, Employee's employment shall be deemed to have terminated for Cause if, on the date Employee's employment terminates, facts and circumstances exist that would have justified a termination for Cause, even if such facts and circumstances are discovered after such termination.
 - (iii) **“Termination Date”** shall mean the date on which Employee's employment hereunder terminates in accordance with this Agreement.
- (b) **Return of District Property.** Upon termination of Employee's employment for any reason or under any circumstances, Employee shall promptly return all the property of the District and any affiliates (including, without limitation, all computers, keys, credit cards, identification tags, documents, data, confidential information, work product, and other proprietary materials), and other materials. In its sole discretion, the District may direct Employee, and Employee agrees to comply with any such direction, to delete or destroy all copies of such documents and materials that are not or cannot be returned to the District that remain in Employee's possession or control.
 - (c) **Post-Termination Cooperation.** Employee agrees and covenants that, following the Term, he shall, to the extent requested by the District, cooperate in good faith with the District to assist the District in the pursuit or defense of (except if Employee is adverse with respect to) any claim, administrative charge, or cause of action by or against the District as to which Employee, by virtue of his employment with the District or any other position that Employee holds that is affiliated with or was held at the request of the District, has relevant knowledge or information, including by acting as the District's representative in any such proceeding and, without the necessity of a subpoena, providing truthful testimony in any jurisdiction or forum. The District shall reimburse Employee for the reasonable out-of-pocket expenses incurred in compliance with this Section.
 - (d) **Post-Termination Non-Assistance.** Employee agrees and covenants that, following the Term, he shall not voluntarily assist, support, or cooperate with, directly or indirectly, any person or entity alleging or pursuing or defending against any claim,

administrative charge, or cause or action against or by the District, including by providing testimony or other information or documents, except under compulsion of law. Should Employee be compelled to testify, nothing in this Agreement is intended or shall prohibit Employee from providing complete and truthful testimony. Nothing in this Agreement shall in any way prevent Employee from cooperating with any investigation by any federal, state, or local governmental agency.

9. Tax Matters.

- (a) **Withholding.** The District shall withhold all applicable federal, state, and local taxes, social security and workers' compensation contributions and other amounts as may be required by law with respect to compensation payable to Employee pursuant to this Agreement.

10. Non-Disparagement. Employee agrees that, during the Term and at any time thereafter, he will not make, or cause to be made, any statement, observation, or opinion, or communicate any information (whether oral or written), to any person other than a member of the Board, that disparages the District or is likely in any way to harm the business or the reputation of the District, or any of its former, present, or future managers, directors, officers, members, stockholders, or employees.

11. Assurances by Employee. Employee represents and warrants to the District that he may enter into and fully perform all of his obligations under this Agreement and as an employee of the District without breaching, violating, or conflicting with (i) any judgment, order, writ, decree, or injunction of any court, arbitrator, government agency, or other tribunal that applies to Employee or (ii) any agreement, contract, obligation, or understanding to which Employee is a party or may be bound.

12. Termination or Repayment of Severance Payments. In addition to the foregoing, and not in any way in limitation thereof, or in limitation of any right or remedy otherwise available to the District, if Employee violates any provision of this Agreement, any obligation of the District to pay Severance Payments shall be terminated and of no further force or effect, and Employee shall promptly repay to the District any Severance Payments previously made to Employee, in each case, without limiting or affecting Employee's obligations under this Agreement the District's other rights and remedies available at law or equity.

13. Notices. Except as otherwise specifically provided herein, any notice, consent, demand, or other communication to be given under or in connection with this Agreement shall be in writing and shall be deemed duly given when delivered personally, when transmitted by facsimile, email, transmission, one day after being deposited with Federal Express or other nationally recognized overnight delivery service, or three days after being mailed by first class mail, charges or postage prepaid, properly addressed, if to the District, at its principal office with a copy to Bracy Hawkins Law, P.C. at 1950 South Sunwest Lane, Suite 301, San Bernardino CA 92408, and, if to Employee, at his address set forth following his

signature below. Either party may change such address from time to time by notice to the other.

14. Governing Law: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any jurisdiction to be applied. The Parties agree that venue for any dispute arising out of this Agreement of Employee's employment shall be in Hesperia, California.

- (a) **Arbitration of Disputes.** To the fullest extent permitted by applicable, law, any dispute or controversy arising out of or in connection with this Agreement shall be settled exclusively by arbitration, in accordance with the rules of the American Arbitration Association for employment disputes as then in effect. For the avoidance of doubt, it is understood and agreed that this Agreement to arbitrate includes any and all claims and disputes, including, without limitation, as to arbitrability, with respect to Employee's employment with the District or the termination of such employment, including, without limitation, any claim for alleged discrimination, harassment, or retaliation under on the basis of race, sex, color, national origin, sexual orientation, age, religion, creed, marital status, veteran status, alienage, citizenship, disability or handicap, or any other legally protected status, and any alleged violation of any federal, state, or other governmental law, statute or regulation, including, but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964, other civil rights statutes including, without limitation, 42 U.S.C. § 1981, 42 U.S.C. § 1982, and 42 U.S.C. § 1985, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Immigration Reform and Control Act, the Sarbanes-Oxley Act, or any state or local law, statute or regulation, as such statutes, laws, and regulations are amended. Judgment may be entered on the arbitrator's award in any court having authority.
- (b) **Procedures; Enforcement.** The arbitration hearing shall commence within ninety calendar days after the arbitrator is selected unless the District and Employee mutually agree to extend this time. The arbitration shall take place in Hesperia, CA. The arbitrator will have full power to give directions and make such orders as the arbitrator deems just, and to award all remedies that would be available in court. Nonetheless, the arbitrator explicitly shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement. The arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based within thirty days after the conclusion of the arbitration hearing. The award rendered by the arbitrator shall be final and binding (absent fraud or manifest error), and any arbitration award may be enforced by judgment entered or vacated in any court of competent authority.

15. Amendments

- (a) **Waivers.** This Agreement may not be modified or amended or terminated except by a document writing, signed by Employee and a duly authorized representative of the District (other than Employee). By an instrument in writing similarly executed (and not by any other means), either party may waive compliance by the other party with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. To be effective, any written waiver must specifically refer to the condition(s) or provision(s) of this Agreement being waived.
- (b) **Joint Preparation.** This Agreement shall be construed as if both parties jointly prepared it and uncertainly or ambiguity shall not be interpreted against one party.
- (c) **Inconsistencies.** In the event of any inconsistency between any provision of this Agreement and any provision of any District arrangement, the provisions of this Agreement shall control, unless Employee and the District otherwise agree in a writing that expressly refers to the provision of this Agreement that is being waived.
- (d) **Assignment.** This Agreement is personal to Employee and without the prior written consent of the District shall not be assignable by Employee. The obligations of the Employee hereunder shall be binding upon Employee's heirs, administrators, executors, assigns, and other legal representatives. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the district's successors and assigns.
- (e) **Voluntary Execution; Representations.** Employee acknowledges that (a) he has consulted with or has had the opportunity to consult with independent counsel of his own choosing concerning this Agreement and has been advised to do so by the District, and (b) he has read and understands this Agreement, is competent and of sound mind to execute this Agreement, is fully aware of the legal effect of this Agreement, and has entered into it freely based on his own judgment and without duress.
- (f) **Headings.** The headings of the Sections and subsections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.
- (g) **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (h) **Severability.** It is the desire and intent of the Parties hereto that the provisions of this Agreement be fully enforced permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any

particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or arbitrator to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

16. Right of Set Off. In the event of a breach by Employee of the provisions of this Agreement, the District is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and after ten days prior written notice Employee, to set off and apply any and all amounts at any time held by the District on behalf of Employee and all indebtedness at any time owing by the District to Employee against any and all of the obligations of Employee now or hereafter existing.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute the same instrument. Signatures delivered by facsimile or PDF shall be effective for all purposes.

18. Entire Agreement. This Agreement, together with the documents referenced herein, contain the entire agreement and understanding between the Parties concerning the matters discussed herein and supersede and replace all prior agreements and understandings, whether oral or written. Each party agrees that it or he has not relied upon any representation, warranty, or promise not otherwise contained in this Agreement. Copies may be used for all purposes instead of originals.

[Remainder of page intentionally left blank; signature page follows]

Hesperia Recreation and Park District

By: _____
[name and title of District representative]

Date: _____

ACTING GENERAL MANAGER: ROBERT HERNANDEZ

By: _____
Robert Hernandez

Date: _____

Address for Notices: [ACTING General Manager address]
[With a Copy to: [ACTING General Manager counsel address]]

EXHIBIT A

HESPERIA RECREATION AND PARK DISTRICT ACTING GENERAL MANAGER

This job description is established by the Hesperia Recreation and Park District (District) to outline the basic requirements, duties, and general responsibilities of the position of Acting General Manager. The Acting General Manager is an at-will employee of the Board of Directors, which means the Board of Directors may terminate the employment relationship any time and for any or no reason, subject only to the requirements of Federal and State law. Similarly, the employee may terminate the employment relationship without notice at any time for any or no reason.

Position Summary

The Acting General Manager is hired, supervised by, and acts under the direction of the Board of Directors. As the Chief Executive Officer (CEO) of the District, the Acting General Manager is responsible for all aspects of the efficient and cost-effective operation and administration of the District, including all District employees, volunteers, independent contractors, and consultants. The Acting General Manager shall have the power and authority to organize, manage, and contractors all activities necessary or appropriate for the efficient operation and administration of the District, in accordance with the policies established by the District Board from time to time, in its sole discretion. The Acting General Manager advises the District Board on all matters relating to the planning, development, administration, and operation of the District' departments. The Acting General Manager performs a variety of complex executive work in planning, directing, and coordinating management of the District, including planning, and implementing programming and recreational amenities: parks and facility operations, park administration, public relations, marketing, and special events. The Acting General Manager works closely with the District Board to develop and implement capital improvements, programming goals, and annual budgets.

Listed essential functions are not intended to be all-inclusive or restrictive.

Essential Functions

- Consistently promote a positive, professional image of the District and always provide excellent customer service;
- Establish and maintain positive working relationships with the District Board, District employee: volunteers, and partnering agencies;
- Efficiently and effectively administer and conduct the ordinary and usual business and affairs of the District in a reasonable, prudent, and professional manner;
- Exercise supervision and control over all District departments, programs, and activities, including the District's year-round recreation, park, and leisure

programs, and the management and safe operation of the District's facilities.

- Maintain, review, develop and implement administrative procedures and standards for efficient, safe, and effective operation of the District's recreation programs and facilities. Enforce compliance with applicable laws, policies established by the Board of Directors, and industry best practices;
- Annually evaluate and update as necessary short and long-range plans for District growth, programming capital improvements, facility construction/renovation, staffing, and grant writing; implement the plans as appropriate;
- Prepare requests for proposals to provide improvements to the District's facilities; oversee construction projects and facility improvements;
- Make recommendations to the District Board regarding the establishment, consolidation, modification, or elimination of any department, program, or activity the Acting General Manager believes is necessary or appropriate for the efficient and effective administration and operation of the District;
- Responsible for the efficient and effective administration, management, and supervision of the District workforce, including but not limited to hiring/ appointment, promotion, demotion, layoffs, transfer discipline, and training;
- Ensure proper human resources functions, including benefits and record-keeping. Oversee human resource function of subordinate staff through management, including seasonal, temporary, and youth employees and volunteers;
- Coordinate and evaluate District employee benefit programs, and make recommendations to the Board on plan changes and updates;
- Promote District functions, programs, and activities to continually improve public knowledge understanding, confidence, and support. Oversee effective, comprehensive public information efforts using telephone, email, newspaper, website, mailings, and other media;
- Assure coordination of the District's programs with other community organizations such as the school district, City of Hesperia, and various community agencies. Represent the District's interests effectively and professionally in public meetings and in the community, and through verbal, paper, and electronic communications with governmental agencies and private entities, and the community.
- Attend all regular, special, committee, and ad hoc meetings of the Board of Directors in accordance with District policy and participate in discussions with the Board of Directors in an advisory capacity;
- Work hours must be flexible;

- Support functions of the Board of Directors by working with the Board Secretary/ Clerk to prepare and post agendas, prepare meeting minutes and packets, ensuring legal compliance, and by meeting regularly with the Board President or any other requesting member of the Board of Directors;
- Plan, organize, direct, and control the financial activities of the District and the Hesperia Area Recreation District (HARD) Foundation, including the accounting, revenue collection, investment, purchasing, and payroll functions, and management of the approved budget (and any amendments). Serve as the District and Foundation's annual Budget Officer, ensuring a timely development and submission of a proposed budget each year in compliance with all statutory requirements and deadlines;
- Keep the Board of Directors advised of the financial condition and future needs of the District and the Foundation and make such recommendations as the Acting General Manager determines are necessary or appropriate for sound financial management of the District and Foundation, including but not limited to periodically evaluating and recommending improvements to the District's administrative and financing, internal control systems and procedures, and ensuring annual audit compliance;
- Direct the preparation of financial reports as required by law; prepare financial reports and analysis requested by the Board of Directors;
- Maintain the District's historical records, including activities of the Board of Directors, budgets, audit, capital projects, legal issues, and employment records;
- Perform such other duties as may be assigned by the Board of Directors, in its sole discretion, from time to time.
- Plan, develop, and organize the District's programs.
- Read and interpret plans, blueprints, and specifications.
- Speak before civic groups, promote District activities, establish, and maintain effective working relationships, and work as part of a team.
- Manage multiple projects simultaneously. Coordinate, prioritize, and work under time pressures.
- Prepare comprehensive and accurate reports both written and orally.
- Identify key issues in complex situations, evaluate options, and initiate strategies for resolution. Work effectively with sensitive and confidential information in a political environment.

Benefits

- District paid employee and dependent health, dental, and vision insurance in the same amount as other employees.
- Term life insurance coverage of \$50,000.
- Paid sick leave as per policy.
- Thirteen paid holidays per year.
- Retirement with SBERA or another retirement system is determined at the

- discretion of the Board.
- Voluntary Deferred Compensation Program available - 3% no maximum.
 - District does not participate in the Social Security Program, except for the mandatory 1.45% Medicare Contribution.

Physical Conditions

The essential and marginal functions of this position require maintaining the physical condition necessary for bending stooping, reaching, walking, kneeling, squatting, and/or sitting or standing for prolonged periods of time. You will be required to carry, push, pull, and/or lift fifty-five (55) pounds routinely. The use of hands to finger, handle or feel, objects, write, type, use a telephone, operate office machinery, and manage money is required. Close and distance vision, speaking, hearing, and the ability to operate a motor vehicle is regularly required. A high-level concentration and diligence for extended periods of time will be required to produce reports, correspondence, and documents.



Request for Information

RFI #: 001

RFI Title: Paint Color Confirmation Date Submitted: 07-26-2024

Respond By: 07/29/2024

Project Name: Hesperia Recreation & Parks District Submitted By: Richard Fischer

Project Customer: SitelogIQ

Drawing(s): N/A

Potential Cost Impact: Yes No

Detail(s): N/A

Potential Schedule Impact: Yes No

Specifications: Paint Color Chart

INFORMATION REQUESTED & RECOMMENDED SOLUTION:

Please select the desired paint color of the columns and beams for the Hesperia Recreation & Parks District sites. Please note deviation from these colors may result in a change in price.

RESPONSE:

Signature: _____

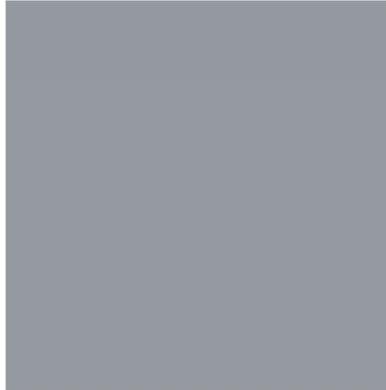
Date: _____

This RFI is intended to provide clarification to the contract documents. M Bar C will proceed with work according to the response to this RFI unless otherwise directed or if M Bar C considers the response a change to the contract documents. In which case, M Bar C will submit written notice to the Contracting Officer immediately and stop all work related to the response unless specifically directed to proceed.



M^{BAR}C CONSTRUCTION™

Standard Paint Colors



Dustblu
Sherwin-Williams SW 9161



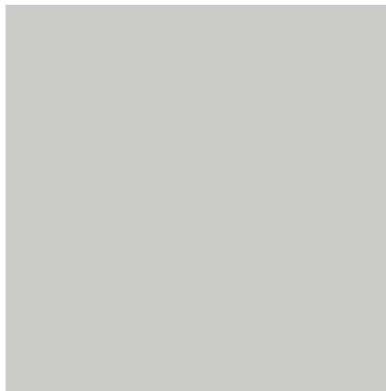
Van Dyke Brown
Sherwin-Williams SW 7041



Tricorn Black
Sherwin-Williams SW 6258



Virtual Taupe
Sherwin-Williams SW 7039



Passive
Sherwin-Williams SW 7064



Urban Putty
Sherwin-Williams SW 7532

WESTERN DIVISION

1770 La Costa Meadows Dr.
San Marcos, CA 92078
760-744-4131
CA LIC: 869960

EASTERN DIVISION

43 Nashua Rd., Unit A
Pepperell, MA 01463
617-399-8186
MA LIC: CS-11332

Standard Paint Colors

Dustblu



Dustblu
Sherwin-Williams SW 9161

Standard Paint Colors

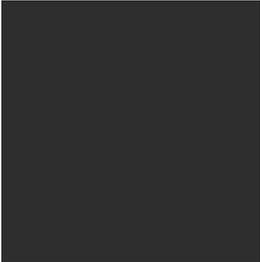
Van Dyke Brown



Van Dyke Brown
Sherwin-Williams SW 7041

Standard Paint Colors

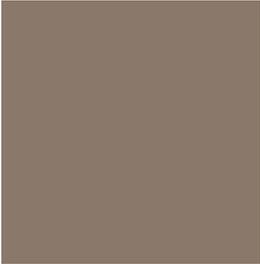
Tricorn Black



Tricorn Black
Sherwin-Williams SW 6258

Standard Paint Colors

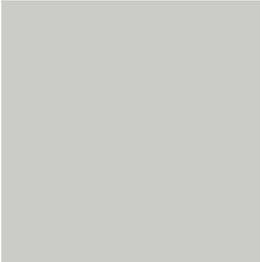
Virtual Taupe



Virtual Taupe
Sherwin-Williams SW 7039

Standard Paint Colors

Passive



Passive
Sherwin-Williams SW 7064

Standard Paint Colors

Urban Putty



Urban Putty
Sherwin-Williams SW 7532

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: August 7th, 2024

PHONE: (760) 244-5488

FROM: Mario Chavez – Chief Park Ranger
Hesperia Recreation and Park District

TO: Robert Hernandez – Acting General Manager
Hesperia Recreation and Park District

SUBJECT: District Vehicle Maintenance Vendor

SUMMARY

The District currently contracts with G&M Towing for its fleet vehicle service and maintenance. G&M has proven to be costly in the services it currently provides. In a set of unfortunate circumstances, the District lost out on not renewing its 2018-19 contract (refer to the attached 2018-19 FY contract) with the then vendor, Hesperia Unified School District’s, Maintenance/Operations/ Transportation Department (HUSD MOT) and the contract was not renewed.

Upon renegotiating rates and terms between HUSD MOT and the District in 2023, we again lost out on an opportunity to renew the fleet maintenance partnership. These negotiations were picked back up for the 2024-2025 fiscal year with the following cost-benefits between G&M & HUSD MOT.

| | HUSD MOT | G&M |
|-------------------------|---|---------------------|
| Billed Hourly Tech Rate | \$95 per hour <i>(\$5 increase from 23-24 quote)</i> | \$200 per hour |
| Parts/Materials Cost | 15% above HUSD cost | 100% above G&M cost |
| Towing | Free | \$150 |
| Flat Repairs | Free | \$40 |
| After-hour Availability | Open until 10pm, M-F | Open 8am-5pm, M-F |

RECOMMENDED ACTIONS

It is recommended that the District re-establish the contractual partnership with HUSD MOT for the District’s fleet vehicle maintenance and repairs by signing the contract dated 07/16/2024 for the 2024-2025 fiscal year (please refer to the attached).

HESPERIA UNIFIED SCHOOL DISTRICT MAINTENANCE/OPERATIONS/TRANSPORTATION

Matthew Machado, DIRECTOR
11107 Santa Fe Ave. East
Hesperia, CA 92345

Telephone (760) 244-0502 ext. 7823
Fax (760) 244-5907
EMAIL matt.machado@hesperiausd.org

AGREEMENT FOR VEHICLE MAINTENANCE

This Agreement entered into this day of July 1, 2018 by and between the Hesperia Unified School District (hereinafter referred to as "District") and the Hesperia Recreation and Park District (hereinafter referred to as "Park and Rec") hereby agree as follows:

WHEREAS, District will operate a vehicle maintenance facility for the repair and maintenance of motor vehicles;

WHEREAS, Park and Rec is in need of a vehicle maintenance and repair facility in Hesperia;

WHEREAS, District wishes to assist Park and Rec in the maintenance and repair of their vehicles and or equipment.

NOW, THEREFORE, it is hereby agreed as follows:

1. District shall provide vehicle maintenance.
2. District shall employ persons to perform vehicle and equipment maintenance and repair services.
3. Situations requiring overtime for mechanics to provide service for proper on-duty emergency vehicles shall be authorized by the District. All other overtime shall be on a pre-approved basis.
4. Park and Rec shall pay to District a charge determined by the District for the services performed and provided. The charges shall be based on time and materials. Charges shall be recalculated no less than the beginning of each fiscal year. The District shall post a schedule of standard fees and charges for standard services.
5. Park and Rec shall make payment to the District upon demand or not less than every thirty (30) days.
6. District shall not be responsible for any property left in vehicles to be serviced or repaired. Park and Rec shall maintain liability insurance in amounts acceptable to District for all vehicles to be repaired and serviced and shall maintain liability insurance for all vehicles loaned by or through District.
7. Park and Rec agrees to indemnify, defend and hold harmless District from all acts of negligence and omission District agrees to indemnify, defend and hold harmless the Park and Rec from all acts of negligence or omissions by its officer, agents, servants and employees.
8. Each party to this agreement shall maintain and provide at its own cost and expense workers compensation insurance coverage for all of its employees, agents, servants, and officers.
9. Either party may terminate this agreement upon ninety (90) days written notice.

Kevin Nichols
Maintenance Supervisor
Ext. 7832

David Shreve
Vehicle Repairs
Ext. 7855

Allen Hawley
Grounds Supervisor
Ext. 7816

Ruben Ortega
Night Custodial Supervisor
Ext. 7834

Paula Sheridan-Biancotti
Transportation Supervisor
Ext. 7831

All invoices and work orders and/or necessary documents shall be filed at the following address of the party with the following designations:

Hesperia Unified School District
15576 Main Street
Hesperia, CA 92345
Attn: Superintendent

IN WITNESS WHEREOF, the parties to the agreement agree to and thereupon set their hands in execution of these terms and conditions on the date indicated below.

Hesperia Unified School District



Dr. George Landon
Asst Superintendent, Business



General Manager

7-9-18

Dated

Dated

HESPERIA UNIFIED SCHOOL DISTRICT
SCHEDULE OF STANDARD FEES

The District shall provide the same schedule of maintenance procedures established for its own equipment, and shall determine the schedule of services and filter changes, and all materials to be used in accordance with District practices.

CHARGES

1. Materials will be furnished at 15 percent (15%) surcharge above the District's actual cost.
2. Shop labor will be calculated at the rate of \$80.00 per hour.
3. Overtime will be calculated at the rate of \$120.00 per hour.
4. There will be a \$200.00 processing fee for any outside vendor repairs of \$1,500.00 or more.
5. There will be no mark up on parts or labor when work is performed by an outside vendor.

Prices effective July 1, 2018 through June 30, 2019.



Dr. George Landon,
Assistant Superintendent - Business

HESPERIA UNIFIED SCHOOL DISTRICT MAINTENANCE/OPERATIONS/TRANSPORTATION

Jeff Maestas, DIRECTOR
11107 Santa Fe Ave. East
Hesperia, CA 92345

Telephone (760) 244-0502
Fax (760) 244-5907
EMAIL jeffrey.maestas@hesperiausd.org

AGREEMENT FOR VEHICLE MAINTENANCE

This Agreement entered into this day of July 1, 2024 by and between the Hesperia Unified School District (hereinafter referred to as "District") and the Hesperia Recreation and Park District (hereinafter referred to as "Park and Rec") hereby agree as follows:

WHEREAS, District will operate a vehicle maintenance facility for the repair and maintenance of motor vehicles;

WHEREAS, Park and Rec is in need of a vehicle maintenance and repair facility in Hesperia;

WHEREAS, District wishes to assist Park and Rec in the maintenance and repair of their vehicles and or equipment.

WHEREAS, District and Park and Rec wish to establish a one year agreement to assist with our planning of budgets.

NOW, THEREFORE, it is hereby agreed as follows:

1. District shall provide vehicle maintenance.
2. District shall employ persons to perform vehicle and equipment maintenance and repair services.
3. Situations requiring overtime for mechanics to provide service for proper on-duty emergency vehicles shall be authorized by the District. All other overtime shall be on a pre-approved basis.
4. Park and Rec shall pay to District a charge determined by the District for the services performed and provided. The charges shall be based on time and materials. Charges shall be recalculated no less than the beginning of each fiscal year. The District shall post a schedule of standard fees and charges for standard services.
5. Park and Rec shall make payment to the District upon demand or not less than every thirty (30) days.
6. District shall not be responsible for any property left in vehicles to be serviced or repaired. Park and Rec shall maintain liability insurance in amounts acceptable to District for all vehicles to be repaired and serviced and shall maintain liability insurance for all vehicles loaned by or through District.
7. Park and Rec agrees to indemnify, defend and hold harmless District from all acts of negligence and omission District agrees to indemnify, defend and hold harmless the Park and Rec from all acts of negligence or omissions by its officer, agents, servants and employees.
8. Each party to this agreement shall maintain and provide at its own cost and expense workers compensation insurance coverage for all of its employees, agents, servants, and officers.
9. Either party may terminate this agreement upon ninety (90) days written notice. If written notice is not received within 90 days of each fiscal year, it will be assumed that both parties agree to the terms outlined in the Schedule of Standard Fees.

All invoices and work orders and/or necessary documents shall be filed at the following address of the party with the following designations:

Hesperia Unified School District
15576 Main Street
Hesperia, CA 92345
Attn: Assistant Superintendent, Business Services

IN WITNESS WHEREOF, the parties to the agreement agree to and thereupon set their hands in execution of these terms and conditions on the date indicated below.

Hesperia Unified School District



Dr. George Landon
Deputy Superintendent, Business Services

7-16-24

Dated

General Manager

Dated

**HESPERIA UNIFIED SCHOOL DISTRICT
SCHEDULE OF STANDARD FEES**

The District shall provide the same schedule of maintenance procedures established for its own equipment, and shall determine the schedule of services and filter changes, and all materials to be used in accordance with District practices.

CHARGES

1. Materials will be furnished at 15 percent (15%) surcharge above the District's actual cost.
2. Shop labor will be calculated at the rate of:
 \$95.00 per hour for the 24/25 fiscal year
3. Overtime will be calculated at the rate of \$150.00 per hour.
4. There will be a \$250.00 processing fee for any outside vendor repairs of \$1,500.00 or more.
5. There will be no markup on parts or labor when work is performed by an outside vendor.

Prices effective July 1, 2024 through June 30, 2025.



Dr. George Landon,
Deputy Superintendent, Business Services

7-16-24

Dated

GRANT WRITING SERVICES AGREEMENT

DATED: June 12, 2024

PARTIES: Marc Bommarito (hereinafter the “Consultant”); and Hesperia
Recreation and Park District (hereinafter the “Client”)

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, the Consultant shall provide the Client as follows:

- a. Grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing services at the direction of the Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client acknowledges explicitly that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: This Agreement's effective date is July 1, 2024, and it shall continue on a month-to-month basis, allowing either party to discuss new terms at any time.

Section 4. Compensation: The client shall pay the Consultant 2% of each grant awarded as compensation for the Consultant’s grant writing services as described in Section 1. The consultant will provide the Client with a written invoice. The client agrees to pay the invoice within 30 (thirty) days of receipt.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. Relationship: Consultant shall perform its grant writing services hereunder as an independent contractor, not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its terms or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors, and each person who controls the Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. Assignment: This Agreement shall not be assignable by either party, provided that the Consultant has the discretion to allocate its duties hereunder to the owners, affiliates, or employees of the Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third-party decision-makers, and therefore, Consultant makes no representations, warranties, or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: This Agreement shall supersede any prior agreements between the parties and serve as their sole and only agreement. It may only be modified by a written signature from both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and, for all purposes, shall be construed in accordance with the laws of said State.

Section 13. Attorney's Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier to:

Consultant at: Marc Bommarito.
4245 Bradford St.
La Verne Ca 91750

Client at: Hesperia Recreation and Park District
16292 Lime St,
Hesperia, CA 92345

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days' written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

Marc Bommarito

Hesperia Recreation and Park District

By

Marc Bommarito

Name: _____

Title: _____

Purpose

The purpose of this policy is to implement the provisions of Hesperia Recreation & Park District (“District”) Resolution No. XXXX which sets out the law governing District procurement, and which provides that “all District procurement shall be enacted through the Policy and Procedure Manual [adopted with that Resolution].”

Purchasing Policy

It is the policy of Hesperia Recreation & Park District to ensure an open and competitive processes for the purchase of supplies and equipment, contracting for construction projects, and contracting for professional services. Besides meeting legal requirements, such processes provide for efficient and effective procurement of quality goods and services at the lowest price, encourage participation of local vendors, ensure timely acquisition of needed supplies, services and equipment, and apply realistic fiscal controls.

This policy also sets out the authority for purchasing.

Finally, this policy sets out the procedures and type of documentation required for each level of purchasing. Procedures and documentation varies depending upon the type of purchase.

Purchasing Authority

Any and all purchasing must be authorized as set out in the following cost thresholds. All costs should be considered including sales tax, freight and installation in defining "purchase" price for comparison with the dollar thresholds indicated in this policy.

Purchase Orders shall be issued prior to ordering supplies, equipment, and services, and not “after the fact” for work already done or materials already ordered, except for emergencies, departmental purchases, or other authorized exemptions stated in these guidelines. No purchase of supplies, services, or equipment shall be made without an authorized purchase order. Otherwise, such purchases are void and not considered an obligation of the Hesperia Recreation & Park District. Invoices without an authorized purchase order may be returned to the vendor unpaid. The person ordering the unauthorized purchase may be held personally liable for the cost of the purchase or contract and may be subject to disciplinary action.

The Board of Directors:

a. Review and approve all procurement of \$5,000 or more. Invoices must come to the board before approval except for items listed under exceptions.

b. in acting on bids submitted:

1. Reject all responses/bids and re-advertise.
2. By a four-fifths vote, elect to purchase the materials or supplies in open market.
As long as it does not interfere with grant
3. By a fourth-fifths vote, elect to construct the building, structure or improvement by force account. (See Public Contracts Code Section 20815.3).

The General Manager:

- a. Has authority to review and approve all procurement **below \$5,000.**
- b. Must approve procurement above \$2,000 or greater.
- c. Must approve all public works procurement.
- d. May delegate purchasing authority; has delegated certain authority to certain management employees (subject to Finance requirements):

1. **General Manager: May approve purchasing over \$2,001 to \$5,000.**

2. Department Manager: May approve purchasing up to \$2,000.

PURCHASING PROCEDURES

Exceptions: This policy does not apply to:

- a. Miscellaneous meals, mileage and other expenses reimbursed to Board members or employees or those governed by other Board or personnel policies.
- b. Purchases of utilities or franchised services, including but not limited to water, power, solid waste removal, transportation, telephone service, cable, internet or wireless or other means of communication, insurance premiums, memberships, permitting and other regulatory fees, agency legal counsel.
- c. Payroll disbursements and payroll related invoices/tax payments
- d. Instructor contracts
- e. Refunds
- f. Where other policies specifically apply

Exceptions to Use of Procedures for Smaller Purchases

- a. Credit cards
- b. Check Request
- c. Open purchase order
- d. Grants

Alternatives to Bidding Procedures

- a. Sole source: When the supply, equipment or service can be obtained from only one source; for example, when it must match or be compatible with other furnishings, materials or equipment used by the District, such as repair parts
 1. Staff must document in writing the justification for the sole source purchase and provide such justification to the General Manager.
 2. The justification must accompany requisition paperwork and be filed with the Finance Department.
- b. Emergencies: The Board of Directors authorizes the General Manager to utilize the emergency procurement procedures set out in Public Contracts Code Section 22050 for procurement without competitive bidding when such emergency conditions do not allow time for competitive bidding.

At the next Board meeting after making the emergency purchase, the General Manager shall provide the Board with the following information; such information and an update shall be provided at each subsequent Board meeting until the emergency is over:

1. The nature of the emergency and basis of the emergency purchase in writing.
2. The selection of the particular contractor, contractor's name and address.

All other purchasing procedures shall be followed.

- c. Rejection of bids: When no bid is received or all bids are considered unsatisfactory or excessive and are rejected by the Board of Directors by a four-fifths vote, the District may do any necessary work using its own employees and may purchase supplies and equipment in the open market. (See "Board of Directors," above)
- d. Use of Similar Bid from another public agency:
 1. Cooperative purchasing agreement: cooperative purchasing agreements with other public agencies (including JPA's) which have obtained prices for supplies or equipment through an equivalent bidding process.
 2. Price from another agency: Buying directly from a vendor at a price established by competitive bidding for another public jurisdiction in substantial compliance with this policy, even if the District has not joined with that public agency in a formal agreement.
 3. Purchasing from another public agency: The District may purchase from the United States or any state, municipality or other public corporation or agency.

**ALTERNATIVES TO BIDDING PROCEDURES ARE NOT EXCEPTIONS TO
REQUIRED DOCUMENTATION OR FINANCE PROCESSES**

SUPPLIES AND EQUIPMENT

To use these procedures the supplies, materials and equipment purchased are those not related to construction, alteration, maintenance or repairs of District facilities or real property over \$25,000.

Please note that materials and equipment under \$25,000 may be purchased by informal solicitation for use with a public works contract with an outside company of \$25,000 or less or with force account (i.e. use of the District's own employees to do the work).

Reference Guide for Purchasing of Supplies, Equipment and General Services

| Purchasing Threshold | Purchasing Authority | Required Documentation |
|-----------------------------|-----------------------------|---|
| Up to \$2,000 | Department Manager | Straight to Accounts Payable |
| \$2,001 to \$5,000 | General Manager | Requisition/Purchase Order |
| \$5,001 to \$10,000 | Board of Directors | Requisition/Purchase Order |
| \$10,001 and \$25,000 | Board of Directors | Informal Solicitation, Contract, Requisition/Purchase Order |
| \$25,001 and Above | Board of Directors | Formal Bid, Contract, Requisition/Purchase Order |

- a. Purchase in open market (up to \$2,000)
- b. Purchase in open market and Requisition/Purchase Order (\$2,001 - \$10,000)
- c. Informal solicitation (\$10,001 - \$25,000) - The vendor and price are not required to be determined by competitive bidding with a formal, published notice for bids. Instead, the responsible employee should obtain three bids (if possible), which may be obtained by phone or email, document in writing the bids and/or efforts to obtain bids, and determine the most qualified bidder. The employee may but is not required to, accept the lowest responsible bid.
- d. Formal bid (\$25,001 and above): The District must publish a Notice of Bid which describes the work to be done. The Notice must be published at least one time and at least one week before the bids close in a newspaper of general circulation in the District. In addition, the Notice should be posted on the website for the same one week period. E-mail notices may be sent to bidders that are listed in the District's Vendor Database at least one week before the date of bid opening.

- e. The Notice of Bid will describe:
 - 1. Statement of supplies and/or equipment being solicited (including insurance and bonding) and HRPD rules for bidding; be as specific as possible about the type of supplies or equipment needed
 - 2. Date, day, time and location for submittal of bids
 - 3. How to request clarification, make comments or ask questions about the solicitation packet and District contact person

- f. Receipt and Opening of Bids: The District will receive all written bids by the deadline. No bids or bid revisions will be accepted after the deadline. The bids will be reviewed by staff and the lowest bidder meeting all bid specifications will be notified in writing by District staff and provided a contract for execution. The Clerk of the Board maintains the forms of contracts to be used.

- g. Materials and equipment under \$25,000 may be purchased by informal solicitation for use with a public works contract of \$25,000 or less with an outside company (i.e. labor only) or for use with force account (use of the District's own employees for work on its facilities).

- h. Frequent Business/Vendor List: Finance prepares a list of vendors (local vendors, utilities; healthcare providers; communications; etc.) that the District does business with frequently. This list may be used for informal and formal solicitations.

CONTRACTING FOR PROFESSIONAL SERVICES

Authority/Threshold:

These procedures are used for consulting, architectural, landscape architectural, engineering, environmental, land surveying, construction management, and other specialized services which the District does not or cannot perform in-house.

No competitive bidding is required for such services. Selection of a contractor is based not only upon price but upon demonstrated competence and on qualifications for the types of services to be performed.

For contracts under \$25,000 staff may use the “informal solicitation process” set out above for supplies and equipment.

For contracts of \$25,000 or more, the District has determined it will utilize a Request for Proposal (RFP, also called Request for Qualification or RFQ) process. This process may also be used for contractors with a lower cost at the discretion of the General Manager. The General Manager or his delegate will review the RFP before it is released.

An RFP shall be developed which describes the professional services required and the specific expertise and experience necessary or desired to provide such services.

The RFP shall be posted on the website; it also shall be distributed in a manner consistent with the type of professional services required. The RFP may be emailed to those professionals who have previously worked for the District or those on the frequent vendor list where applicable. The RFP may provide that cost is stated separately. The RFP shall set out a time for and form of response, number of copies provided, and the process or review. The process may lead to interviews of finalists.

Staff shall develop a rating process for the proposals received and, applying that process, rank the proposals for recommendation to the Board.

The contract must be reviewed and approved by the Board of Directors.

Form of RFP and the form of professional services agreement used by the District are maintained by the Clerk of the Board.

No Change Orders shall be authorized over \$5,000.00 without Board approval before the expenditure.

PUBLIC WORKS CONTRACTING

These procedures apply only when the project is a public works project, which is a project that involves construction, alteration, maintenance or repair of District facilities or real property. For a public works project over \$25,000, the supplies, materials and equipment required to perform that construction, alteration, maintenance or repair are included as part of the public works job. If the public works project is \$25,000 or less, and the supplies, materials and equipment separately are less than \$25,000, the District may purchase supplies and materials separately using the informal solicitation process and use this process to contract only for labor.

Prevailing Wage: All public works projects over \$1000 shall require the payment of prevailing wages as mandated by California Law.

- a. Purchase in the open market (Up to \$9,999)
- b. Informal Solicitation (\$10,000 - \$25,000) - The contractor and price are not required to be determined by competitive bidding using published notice for bids. Instead, the responsible employee should obtain three bids (if possible), which may be obtained by phone or email, documented in writing (including unsuccessful efforts to obtain bids) and then determine the most qualified bidder (which may or may not be the lowest cost). The employee may use the frequent vendors list. If there is sufficient time, the solicitation may be posted on the website.
- c. Although an informal solicitation process may be used, the provisions of a public works contract still must be used.
- d. Public Works Contracting in Excess of \$25,000
 1. Public works contracting in excess of \$25,000 is governed by the provisions of the Public Contracts Code and requires very specific, statutorily required processes and documents. Taken together, all of these documents make up the contract for the project.
 2. All such documents must be assembled before the Notice Inviting Bids is sent out. Along with the plans and specifications for the project, such documents make up the solicitation packet for the project. The documents include (and are not limited to):
 - Non-collusion affidavit
 - Certification of principal
 - Form of contract
 - Bid bond
 - Labor and Materials bond
 - Guarantee (if used)
 - Tax identification form
 - Insurance certificates

In order for the formal bid process to proceed, staff first must develop plans and specifications for the project to be bid. The detail in the plans and specifications will vary depending on the

scope and cost of the project. For small jobs, these plans and specifications may be prepared by staff. For larger jobs, the District may need to use professional engineers to develop the plans and specifications and assist with the public works contracting process. Such professionals are hired using the Professional Services Contracting procedures.

Once the plans and specifications are final, the bidding process may begin. The better the plans and specs, the more responsive and accurate the bids will be. Once bids are submitted, unless all bids are rejected, the District must accept the lowest responsive and responsible bidder.

Notice Inviting Bids

- a. A formal notice inviting bids will be published, not less than one week prior to due date of bid opening, in a newspaper of general circulation and on the District Website along with a link to the plans and specifications (downloadable) and instructions on how to purchase hard copies of plans and specifications. For more detailed solicitations, allow a longer time. E-mail notices may be sent to bidders that are listed in the District's Vendor Database at least one week before the date of bid opening.
- b. The formal notice will describe:
 1. The work, supplies, equipment or services being solicited.
 2. Insurance requirements.
 3. DRD rules for bidding, including bid protests.
 4. Bonding requirements.
 5. Date, day and time for submittal of bids.
 6. Location for delivery of response.
 7. How to obtain a bid packet and the plans and specifications.
 8. How to request written clarification or more information, make comments or ask questions about the solicitation packet and the deadline to make such requests.
 9. Contact person information.
 10. Location, date, day and time of any mandatory pre-submittal meetings.
 11. Other information as needed.
- c. During the Bid Period:
 1. Record all those to whom packet were provided.
 2. Changes to the solicitation packet shall be by written Addendum only and posted on the District Website as well as provided to all those who have picked up bid packets.
 3. Questions/Requests for Clarification: All requests for information must be in writing. Responses will be in writing and will be provided to all those who picked up solicitation packets and posted on the District website. No responses will be provided after the deadline.
- d. Bid opening: Bids shall be opened at the DRD administrative offices at the date and time set forth in the Notice Inviting Bids. No bids or bid amendments shall be accepted after the date and time for bid opening. Upon opening, the bids shall be organized in order of price; the

lowest bid shall be reviewed to confirm that all bid requirements have been met and the lowest bidder announced.

- e. Bid Protest Procedures: These procedures must be included in general specifications or the Notice Inviting Bids.
 1. The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.
 2. The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
 3. Any protest of the proposed award of bid to the Bidder deemed the lowest responsible and responsive Bidder must be submitted in writing to the District no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.
 4. The protest must contain a complete statement of the basis for the protest.
 5. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
 6. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
 7. The District shall review all timely protests prior to formal award of the bid and provide a written response. If the District finds that the protest has merit, the project may be rebid. If the protest is to the responsibility of the bidder, rather than to the responsiveness of the bid, consult legal counsel.
 8. The District Board may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the District Board's right to reject all bids, to rebid the project, to perform the work by force account or waive technical irregularities. "Force account" means work done with the District's own personnel. Force account is not subject to prevailing wage.

Sections of a Solicitation Document: Each document will have some, if not all, of the following information requested in the document. The General Manager or his designee is responsible for determining the addition or deletion of these items. The information is listed here, in no particular order, for your knowledge. A sample public works bid package is maintained by the District Clerk.

- a. Pricing/Terms/Tax
- b. Proposal Form Instructions
- c. Execution of Contract
- d. Other Terms and Conditions
- e. Period of Firm Pricing

- f. Specifications/Changes
- g. Method of Award
- h. Hold Harmless
- i. Inspection
- j. Intent
- k. Quantities
- l. Cancellation of Procurement Process
- m. Bid Retention and Award of Contract
- n. Inspection of Sites
- o. Bid Withdrawal, Late Submissions, Public Bid Opening
- p. Submission of One Bid Only
- q. Non-Collusion Affidavit
- r. Prevailing Wage Law
- s. Communication Regarding Bid
- t. Interpretation of Documents
- u. Addenda
- v. Requirement to Bid on the Entire Work
- w. Extra Work and Emergency Work
- x. Comparison of Bid Proposals
- y. Bid Proposal Guaranty
- z. Disqualification of Bidders
- aa. Competency of Bidders
- bb. Licenses and Signatures Required
- cc. Bid Protest
- dd. Signature
- ee. Altering Bid Proposals
- ff. Insurance and Bonds
- gg. Bid Proposal Instructions for Complete Package Submittal
- hh. Execution of Contract
- ii. Listing Subcontractors
- jj. Temporary Suspension of Work
- kk. Conferences and Meetings
- ll. Alteration and Additions
- mm. Payments
- nn. Certified Payroll
- oo. General Provisions
- pp. Contractor Responsibilities
- qq. Permits
- rr. Public Convenience and Safety
- ss. Forms

I. BOARD MEMBER EXPENSE REIMBURSEMENT

Section 2 EXPENSE REIMBURSEMENT ALLOWANCE.

2.1 . Eligible Expenses. The District shall reimburse Board members for costs incurred related to attendance or participation at approved meetings as defined in Exhibit 1 of this Resolution, as provided herein. Expenses eligible for reimbursement shall be limited to (1) registration or tuition costs, or other charges for participation at the meeting; (2) transportation to and from conferences, including airfare, car rental, or mileage for use of a Board member's own automobile for travel to conferences, and other miscellaneous transportation costs (shuttle, taxi, parking, etc.); (3) lodging at the single-room rate; and (4) **reasonable costs of meals**, not including alcohol.

2.1.1. Rates.

.1.1.Registration. Tuition. and Meeting Charges. The District reimbursement rate for registration or tuition costs, or other charges for participation at a meeting, shall be the actual amount incurred, not to exceed the maximum rate published by the conference or activity sponsor for timely registration after applying all applicable deductions for any available discounts.

2.1.1.2. Transportation.

(a) Members of the Board must use government and group rates offered by a provider of transportation services for travel when available. If such rates are not available, the District reimbursement rate for Board member transportation shall be the actual amount incurred (except for airfare, which shall not exceed the cost of round-trip coach airfare — see Section 2.1.1.2.c).

(b) The Agency reimbursement rate for mileage by use of a Board member's own vehicle for travel to a conference shall be calculated

on the basis of total miles driven for District purposes at the rate specified in the Internal Revenue Code in effect at the time of the vehicle usage. See Section 3 for all other mileage reimbursements.

(c) Travel to conferences or seminars where air travel is available may be reimbursable through a mileage rate should the Board member choose to drive their own vehicles; however, the total reimbursable amount for mileage may not exceed the cost of round trip coach airfare.

(d) The District reimbursement rate for vehicle parking by a Board member shall be the actual amount incurred.

2.1.1.3. Lodging. Members of the Board must use government and group rates offered by a provider of lodging services when available. If the lodging is in connection with an accepted conference or organized educational activity, lodging costs must not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board at the time of booking. If a government or group rate is not available, the District reimbursement rate for Board member lodging shall be the actual amount incurred, not to exceed the rate for comparable lodging.

2.1.1.4. Other. The following are allowable reimbursements for expenses related to the performance of duties as a Board member:

- Telephone charges for non-local, long distance calls
- Memberships and dues. Memberships may include but not be limited to Chambers of Commerce, Rotary and professional organizations.
- Subscriptions. Subscriptions may include but not be limited to local newspapers and water-related publications.
- District reimbursement of all other actual and necessary expenses incurred by a Board member shall be computed using the applicable Internal

Revenue Service rates for reimbursement as established in Publication 463, or any successor publication. All expenses that do not fall within this reimbursement policy or the Internal Revenue Service reimbursable rates, as provided above, shall be approved by the Board in a public meeting before the expense is incurred.

2.2. Ineligible Expenses. Board members shall not be eligible for District reimbursement of any expenses incurred by any person traveling or attending a meeting as a guest of the Board member. No Board member shall be eligible for District reimbursement of any expenses for personal services not related to District business.

2.3 Limits. A pool of funds established through the annual budget process will be available for expenses related to attendance by Board members at major conferences, meetings, and seminars, to be identified in the budget as "Directors expenses". The intent is for no individual Board member to exceed one-seventh of the monies established in the account specific circumstances notwithstanding.

Section 3. MILEAGE REIMBURSEMENT.

3.1 Allowable Charges. Except for travel to a conference or for Legislative Travel, mileage will be paid through the District-wide mileage reimbursement budget and will not be reported as a monthly Board member expense. The District reimbursement rate for mileage by use of a Board member's own vehicle for travel to a conference shall be calculated on the basis of total miles driven for District purposes at the rate specified in the Internal Revenue Code in effect at the time of the vehicle usage.

Section 4. LEGISLATIVE TRAVEL.

4.1 Purpose. The purpose of this pool of funds is to provide funds for the Board President, or their designee, to meet with State and Federal Representatives

or attend meetings relevant for legislation affecting the Agency. In addition, the funds are available for a Board member elected as the **Region 9 Board of the Association of California Water Agencies (ACWA)**. Other Board members may be designated to utilize these funds upon prior Board approval.

4.2 Allowable Charges. Expenses allowed under Expense Reimbursement Allowance in Section 2 above shall be chargeable against these funds. The Expense Form shall identify when the travel is for legislative purposes.

4.3 Limits. A pool of funds will be established through the annual budget process. This amount is not reported as a monthly Board member expense but rather as a lump sum amount on the monthly Board member expense report.

Section 5. BENEFITS PACKAGE.

The Agency provides a benefits package to District employees. The Board will receive comparable benefits afforded to employees. The amounts allocated to the available options in the package may be amended in accordance with the requirements under the IRS code. Changes to health insurance may only take place according to the health insurers' policy.

II.REPORTING

Section 1. EXPENSE FORMS. The District shall provide expense report forms to be filed by the members of the Board for reimbursement for actual and necessary expenses incurred on behalf of the District in the performance of official duties. The expense reports shall document that expenses meet the policy reflected in this Resolution for expenditure of public resources. In order for a Board member to receive compensation for attendance or participation at the meetings, or for reimbursement of out-of-pocket expenses, the Board member is to submit to the District's Finance Department a payment request on the appropriate form provided in order to be considered for reimbursement. All reimbursement requests for the end of year (July 1st through June 30th) should be turned in by July 15th. The expense report shall be accompanied by receipts documenting each

expense. If the reimbursement requests listed by the Board member on said form satisfy the provisions of the policy set forth herein as relates to Category A expenses, then the District's General Manager is hereby authorized to approve the reimbursement requests. If any of the reimbursement requests identified by the Board member on said form for the calendar month fall under Category B of the policy set forth herein, then the District's General Manager shall include the reimbursement request on the agenda for the next regular meeting, at which time the Board will consider approval thereof. The Board reserves the right to approve reimbursement of eligible expenses above the budget limit on a case-by-case basis. All documents related to reimbursable Agency expenditures are public records subject to disclosure under the California Public Records Act.

Section 2. REPORT. Board members shall provide brief reports on Category B meetings attended at the expense of the District at the next regular meeting of the Board. Such reports may be made either orally, or in writing, or by reference to any minutes thereof included in the agenda materials for said Board meeting. The inclusion of the Category B meetings on the consent calendar may also satisfy this requirement.

III. ETHICS TRAINING

Section 1. REQUIREMENT. Each local agency official in District service must receive training in ethics laws at least once every two years.

1.1. Local District Official. As used in Section 1 of this Resolution, the term "local agency official" means all of the following:

- (a) All Board members; and
- (b) All executive staff of the Agency.

1.2. Ethics Laws. As used in Section 1 of this Resolution, the phrase "ethics laws" includes, but is not limited to, the following:

- (a) Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict of interest laws;
- (b) Laws relating to claiming prerequisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
- (c) Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws; and
- (d) Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

1.3 District Responsibilities.

1.3.1. Records. The Agency shall maintain records indicating (a) the dates that local agency officials satisfied the requirements of Section 3 of this Resolution and (b) the entity that provided the training. The Agency shall maintain these records for at least five years after local agency officials receive the training. These records are public records subject to disclosure under the California Public Records Act.

1.3.2. Notice. The Agency is required to provide information on training available to meet the requirements of Section 3 of this Resolution to its local agency officials at least once every two years.

IV. GENERAL PROVISIONS

Section 1. REVIEW OF RESOLUTION ON ANNUAL BASIS. Each year the Board shall review this Resolution to determine its effectiveness and the necessity for its continued operation. The Agency's General Manager shall report to the Board on the operation of this Resolution, and make any recommendations deemed appropriate, including proposals to amend the Resolution. Upon conclusion of its review, the Board may take any action it deems appropriate concerning this Resolution. Nothing herein shall preclude the Board from taking action on the Resolution at times other than upon conclusion of the annual review.

Section 2. SEVERABILITY. If any provision of this Resolution, or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable. Should a conflict occur between this resolution and any other resolution or ordinance of the Board, this resolution shall prevail.

Section 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption and shall supersede Resolution No. 1097-21, adopted by the Board on May 27, 2021. Adopted this 23rd day of May 2024.



EXHIBIT "1"

DEFINITION OF MEETINGS

This schedule of meetings defines those meeting that meet the requirement for payment for a day's service. In addition, meetings on this schedule are also eligible for expense reimbursements, including mileage.

CATEGORY "A" — Meetings requiring no pre-approval either in person or via conference call or other electronic means and for which no reporting is required since minute action for these Agency meetings meets the reporting requirement through AB 1234.

- MWA Board of Directors
- Watermaster
- MWA Advisory Committees
- MWA Ad Hoc Committees
- Morongo Basin Pipeline Commission

CATEGORY "B" — Meetings and/or events attended by Board Members as a nonsitting member of the Committee/Commission that participate either in person or via conference call or other electronic means not requiring Board pre-authorization, but which require reporting through AB 1234 and which will be considered for approval on the Consent Calendar at an upcoming Board of Directors meeting.

- MWA Advisory Committees
- Morongo Basin Pipeline Commission
- MWA Technical Advisory Committee
- Subarea Advisory Committees
- MWA tours
- MWA seminars
- Board meetings for water districts/agencies
- City Council
- City of Victorville Water Management Committee meetings
- Community Service Districts
- Chamber of Commerce Events —
- Chamber of Commerce Local Government Subcommittee, if on committee
- Events sponsored by the Mojave Water Agency
- Meetings with MWA Board members

- Meetings with MWA General Manager
- Meetings with other water districts and managers
- Meetings with city managers
- Association of San Bernardino County Special Districts ● Organization meetings, such as Building Industries Association
- ACWA and CSDA conferences
- High Desert Opportunity Business Conference
- Legal proceedings involving MWA
- Meetings with legislators (State or Federal)
- Educational seminars legally required, such as ethics training
- Victor Valley Wastewater Reclamation Authority
- Meetings regarding community issues such as, but not limited to:
 - Lucerne Valley Economic Development Association
 - Johnson Valley Improvement Association
 - Landers Homestead Valley Association
 - Joshua Tree Community Association
 - Silver valley S.D.A.
 - Spring Valley Lake Association
 - Newberry Springs-Harvard Property Owners Association
 - El Mirage Community Group
 - Municipal Advisory Committees
 - Hinkley Community Advisory Committee
 - Copper Mountain Mesa Community Association
 - Flamingo Heights Community Association
 - Newberry Springs Community Alliance
 - Morongo Basin Conservation Association, Inc.

**HESPERIA RECREATION AND PARK DISTRICT
INTER-OFFICE MEMO**

DATE: August 7th, 2024

PHONE: (760) 244-5488

FROM: **Mario Chavez – Chief Park Ranger**
Hesperia Recreation and Park District

TO: **Robert Hernandez – Acting General Manager**
Hesperia Recreation and Park District

SUBJECT: Sole Source Vendor - Axon Officer Safety Plan Program

SUMMARY

Approved for the 2024-25 budget and subsequent fiscal years (FY), was a \$15,000.00 a year line item for officer safety products, namely body worn cameras commonly used by law enforcement to document encounters.

After research and understanding industry best practice options, Axon has been chosen as the sole source vendor due to their venerable host of officer safety product line tools.

By participating in Axon’s Officer Safety Plan program, the District will be able to purchase updated TASERs, body worn cameras, and the digital tools to meet state guidelines for retention and public release for five (5) uniformed Park Ranger personnel in the amount of \$74,754 to be spread over a five-year period, roughly \$15,000 per FY.

Evidence suggests that TASERs reduce injuries to officers and suspects resulting from use of force situations. TASERs were introduced to the District’s Ranger Program in 2010. Having purchased its current TASER X2 Conducted Electrical Weapons (CEWs) both in 2010 and 2018 the department has acquired six (6) CEWs to issue or have available to its members. The department will maintain use of the inventory as spares for un-issued Park Ranger personnel.

Axon, formally TASER International, advises that the estimated operational life of their CEWs is five-years. Axon advises that the five-year timespan limit was calculated due to electrical components which ultimately fail from use with CEWs over the span of five years. Axon further advised that they are not liable for failures of the CEW after the five-year period and their ten million dollar liability insurance policy will not cover these expired CEWs. There is a possibility that a CEW could fail which may put officers lives and safety in jeopardy as a result of the failure of the CEW.

Axon has a program that they run for law enforcement agencies which is called the Officer Safety Plan 10. This program runs for a consecutive five years. With the Officer Safety Plan 10 program, Axon will discount the first-year cost of the purchase of five (5) new Body 4 cameras, mounts, docking stations, five (5) TASER 10 CEWs, as well as including five (5) holsters, 100 live cartridges, 6 battery packs, extended warranty and replacement for each device, and an in-person training on each product. The bundle also includes cloud-based data-evidence storage, redaction software, and a transcription service.

Utilizing the Officer Safety Plan 10 program will save the department \$29,945 over the five-year period (\$5,989 each year).

RECOMMENDED ACTIONS

Approval to enter into an agreement to purchase Axon equipment as outlined for the HRPD Park Ranger program from Axon Enterprise, Inc., sole source provider, for a total of \$74,753.84 over a five-year period (refer to the attached quote, expiring 08/31/2024).

The HRPD Park Ranger program policy and procedures manual currently in revision and approval will need updated language to cover the new TASER CEW devices, body cameras, and data management.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-524091-45511.792RP

Issued: 08/07/2024

Quote Expiration: 08/30/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 493451

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Hesperia Rec & Park District 16292 Lime St Hesperia, CA 92345-4016 USA | Hesperia Recreation & Park District Rangers - CA 16292 Lime St Hesperia CA 92345-4016 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Ryley Pladson Phone: Email: rpladson@axon.com Fax: | Mario Chavez Phone: 7609957651 Email: mchavez@hesperiaparks.com Fax: |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 60 Months |
| TOTAL COST | \$71,943.00 |
| ESTIMATED TOTAL W/ TAX | \$74,753.84 |

Discount Summary

| | |
|--------------------------|--------------------|
| Average Savings Per Year | \$5,988.98 |
| TOTAL SAVINGS | \$29,944.90 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|-------------------|--------------------|
| Oct 2024 | \$14,103.00 | \$675.66 | \$14,778.66 |
| Oct 2025 | \$14,460.00 | \$533.81 | \$14,993.81 |
| Oct 2026 | \$14,460.00 | \$533.81 | \$14,993.81 |
| Oct 2027 | \$14,460.00 | \$533.81 | \$14,993.81 |
| Oct 2028 | \$14,460.00 | \$533.75 | \$14,993.75 |
| Total | \$71,943.00 | \$2,810.84 | \$74,753.84 |

| | |
|------------------------|--------------|
| Quote Unbundled Price: | \$101,887.90 |
| Quote List Price: | \$83,404.90 |
| Quote Subtotal: | \$71,943.00 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|------------|-----------|--------------------|-------------------|--------------------|
| Program | | | | | | | | | |
| M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | 60 | \$278.26 | \$216.65 | \$215.79 | \$64,737.00 | \$2,514.75 | \$67,251.75 |
| A la Carte Hardware | | | | | | | | | |
| H00001 | AB4 Camera Bundle | 5 | | | \$849.00 | \$764.10 | \$3,820.50 | \$296.09 | \$4,116.59 |
| H00002 | AB4 Multi Bay Dock Bundle | 1 | | | \$1,638.90 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A la Carte Software | | | | | | | | | |
| 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | 60 | | \$10.85 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | 60 | | \$22.57 | \$11.29 | \$3,385.50 | \$0.00 | \$3,385.50 |
| A la Carte Services | | | | | | | | | |
| 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | | | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | | | \$71,943.00 | \$2,810.84 | \$74,753.84 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------------|--------|--|-----|-------------------|-------------------------|
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 5 | | 10/01/2024 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 6 | | 10/01/2024 |
| AB4 Camera Bundle | 74020 | AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK | 6 | | 10/01/2024 |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK | 1 | | 10/01/2024 |
| AB4 Multi Bay Dock Bundle | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | | 10/01/2024 |
| AB4 Multi Bay Dock Bundle | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 5 | 2 | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK | 5 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE | 4 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100395 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE | 3 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100396 | AXON TASER 10 - MAGAZINE - INERT RED | 5 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 100 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 30 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100401 | AXON TASER 10 - CARTRIDGE - INERT | 50 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100616 | AXON TASER 10 - HOLSTER - BLACKHAWK - RH | 4 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100617 | AXON TASER 10 - HOLSTER - BLACKHAWK - LH | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100623 | AXON TASER - TRAINING - ENHANCED HALT SUIT V2 | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100681 | AXON SIGNAL - SIDEARM SENSOR ONLY | 5 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 1 | | 10/01/2024 |

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------------|--------|--|-----|-------------------|-------------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 5 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 71044 | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK | 10 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | | 10/01/2024 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 20 | | 10/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | | 10/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 10 | | 10/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | | 10/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 5 | | 05/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73689 | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY | 1 | | 05/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 20 | | 10/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | | 10/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 10 | | 10/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 40 | | 10/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 5 | | 10/01/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 1 | | 10/01/2029 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------|--------|---|-----|----------------------|--------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 5 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 5 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73638 | AXON STANDARDS - LICENSE | 5 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73680 | AXON RESPOND PLUS - LICENSE | 5 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 50 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 5 | 11/01/2024 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 5 | 11/01/2024 | 10/31/2029 |
| A la Carte | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | 11/01/2024 | 10/31/2029 |
| A la Carte | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | 11/01/2024 | 10/31/2029 |

Services

| Bundle | Item | Description | QTY |
|---------------------------------|--------|---|-----|
| BUNDLE - OFFICER SAFETY PLAN 10 | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 5 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 1 |
| A la Carte | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------|--------|---|-----|----------------------|--------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 5 | 10/01/2025 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 5 | 10/01/2025 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1 | 10/01/2025 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 10/01/2025 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 5 | 10/01/2025 | 10/31/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 1 | 10/01/2025 | 10/31/2029 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|---------------|----------|-------|------------|---------|
| | 16292 Lime St | Hesperia | CA | 92345-4016 | USA |
| 2 | 16292 Lime St | Hesperia | CA | 92345-4016 | USA |

Payment Details

Oct 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|------------------|--------|--|-----|--------------------|-----------------|--------------------|
| Upfront HW + PSO | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$0.00 | \$0.00 | \$0.00 |
| Upfront HW + PSO | H00001 | AB4 Camera Bundle | 5 | \$3,820.50 | \$296.09 | \$4,116.59 |
| Upfront HW + PSO | H00002 | AB4 Multi Bay Dock Bundle | 1 | \$0.00 | \$0.00 | \$0.00 |
| Upfront HW + PSO | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$0.70 | \$0.00 | \$0.70 |
| Year 1 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | \$510.98 | \$0.00 | \$510.98 |
| Year 1 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$9,770.82 | \$379.57 | \$10,150.39 |
| Total | | | | \$14,103.00 | \$675.66 | \$14,778.66 |

Nov 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------------------|--------|---------------------------------|-----|---------------|---------------|---------------|
| Invoice Upon Fulfillment | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$0.00 | \$0.00 | \$0.00 |

Oct 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------|--|-----|--------------------|-----------------|--------------------|
| Year 2 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | \$718.63 | \$0.00 | \$718.63 |
| Year 2 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$13,741.37 | \$533.81 | \$14,275.18 |
| Total | | | | \$14,460.00 | \$533.81 | \$14,993.81 |

Oct 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------|--|-----|--------------------|-----------------|--------------------|
| Year 3 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | \$718.63 | \$0.00 | \$718.63 |
| Year 3 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$13,741.37 | \$533.81 | \$14,275.18 |
| Total | | | | \$14,460.00 | \$533.81 | \$14,993.81 |

Oct 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------|--|-----|--------------------|-----------------|--------------------|
| Year 4 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | \$718.63 | \$0.00 | \$718.63 |
| Year 4 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$13,741.37 | \$533.81 | \$14,275.18 |
| Total | | | | \$14,460.00 | \$533.81 | \$14,993.81 |

Oct 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|-------------|--|------------|--------------------|-----------------|--------------------|
| Year 5 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 5 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 5 | \$718.63 | \$0.00 | \$718.63 |
| Year 5 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 5 | \$13,741.37 | \$533.75 | \$14,275.12 |
| Total | | | | \$14,460.00 | \$533.75 | \$14,993.75 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/7/2024



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Event Series: [Bobcat's Summer Concert Series](#)

Bobcat's Summer Concert Series

August 9 @ 7:00 pm - 9:00 pm



Hesperia residents can catch the **Bobcat's Summer Concert Series** at the Civic Plaza Park every Friday evening from 7-9 p.m. This month's lineup features a diverse mix of music, from the rock/country stylings of McComas & The Trust on August 9 to the electrifying Spanish Rock of Manantial de Fuego on August 16. The series wraps up on August 23 with Let's Dance, a dynamic cover band playing all your favorite tunes. For more information, contact the Hesperia Parks and Recreation Department at (760) 947-1545.

DETAILS

Date:

August 9

Time:

7:00 pm - 9:00 pm

Series:

[Bobcat's Summer Concert Series](#)

Event Category:

[Community Events](#)

VENUE

[Hesperia Civic Plaza Park](#)

15833 Smoke Tree Street

Hesperia, CA 92345 United States [+ Google Map](#)

Phone

760.244.5488

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
SAFETY, SECURITY, AND MAINTENANCE COMMITTEE MEETING
Thursday, July 18, 2024 - 3:30 p.m.
Percy Bakker Community Center
9333 E. Ave, Hesperia CA 92345**

MINUTES

Call to Order

Meeting was called to order at 3:30 p.m. by Vice-President Roberts.

A. Attendance

Board Committee Members: Roberts, President Gregg

District Staff: Hernandez, Schauwecker, Varner, Chavez, Sanchez, Richardson, Kratz

Guests: none

Flag Salute

Flag salute was led by President Gregg.

Message to the Public/Public Comment

None

Discussion/Action Items

B. Park Ranger Report

- Chief Chavez gave an update on the ranger department. Citations are up as it is summer, and collection of fees vs issuance of citations is about 50/50. The biggest update involves the lake being the command center for the recent fire. The ranger department helped manage the command center during the 3 days of the fire.

C. Maintenance Report

- Mr. Varner reported on the following: trees were removed from the lake day use areas, the slide was ordered for the playground, the twisty slide was repaired, and the lake was treated for algae. Flag poles are being installed at Percy Bakker Center, the stumps were ground, and planters were cleaned. Weeds were abated at Hesperia Community Park, sprinkler heads were repaired, the restroom door handle was repaired, and the concrete was pressure washed. The playground was disinfected, and pressure washed at Timberlane Park and the irrigation system was repaired as well. Routine maintenance was also performed at most other properties.

D. Update on Rick Novack Gym Repairs

- Sitelogiq is working to rectify the paint issue. They plan to have the job completed in the next few weeks to allow for the flooring contractor to get working on the floor installation.

E. Update on the Workplace Violence Policy & Implementation

- Chief Chavez gave an update on the status of the new policy. The policy is still under review with legal. They are putting together virtual training as well as an online course for new hires. Chief Chavez is looking to get clarification on the training requirements for contractors.

F. Recommendation of camera system for ground solar at Hesperia Community Park by Site Logiq

- The committee would like Mr. Varner to obtain a quote for the project.

G. Discussion of adding a camera system at the Percy Bakker Center

- The committee would like Mr. Varner to obtain a quote for the project

H. Walk thru of the Percy Bakker Center

- The committee performed a walk thru and formulated punch list of items.

Adjournment - Meeting was adjourned at 5:30 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
RECREATION COMMITTEE MEETING
Thursday, July 18, 2024 - 5:30 p.m.
Lime Street Park
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 5:45 p.m. by Vice President Roberts.

A. Attendance

Board Committee Members: Roberts, Irish

District Staff: Hernandez, Schauwecker, Hauser, Chavez

Guests: None

Flag Salute

The Flag Salute was lead by Vice President Roberts.

Message to the Public/Public Comment

None

Discussion/Action Items

B. Update on Fribee Golf

- Ms. Hauser provided updates to the Committee the status of the Frisbee Golf course. The field has been marked out and is considering to utilize an old tree stump as an additional putting green. They are ready to start promoting and a ribbon cutting in a few weeks.

C. Update on Flag Football

- Ms. Hauser gave updates to the committee regarding the number of kids registered for the season. The sport is growing, even for girls. Right now there are 180-220 kids registered. Ms. Hauser is taking calls for fields and as of now is maxed out on available fields. The committee advised to look into purchasing some lighting so we can expand the programs to other parks.

D. Update on Field Rentals

- Ms. Hauser is receiving requests from a number of groups for fields and is doing her best to get them all in. Suggested obtaining more green space.

Adjournment - Meeting was adjourned at 6:08 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
DEVELOPMENT COMMITTEE MEETING
Monday, July 24, 2024 - 4:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 4:00 p.m. by President Gregg.

A. Attendance

Board Committee Members: Gregg, Roberts
District Staff: Hernandez, Varner, Schauwecker
Other:

Flag Salute

The Flag Salute was led by President Gregg.

Message to the Public/Public Comment

- None

Discussion Items

A. McDonalds and Rancho Estates 17959

- Mr. Varner gave updates on the work he is doing with NBS. The McDonald's has not been built yet and we will only need two streetlights for the project. Also, McDonald's will be taking care of their own landscaping. NBS allocated a 1.05% increase, the committee would like to know how they came up with that number to see if we are able to increase it.
- Mr. Varner gave updates on the fees for Rancho Estates, he is in the process of getting numbers from NBS and how the fees were calculated.

B. Topaz Residential Houses

- Mr. Varner gave an update on the CFD. The Committee would like confirmation of the fees collected and application processes.

C. Update on Olive Tree

- Mr. Varner gave an update on the CFD. The Committee would like confirmation of the fees collected and application processes. The committee would like to see the resolutions and minutes for these CFDs.

Adjournment - Meeting was adjourned at 4:26 p.m.

**HESPERIA RECREATION AND PARK DISTRICT
BOARD OF DIRECTORS
EVENT COMMITTEE MEETING
Thursday, July 25, 2024 - 5:00 p.m.
Lime Street Park
16292 Lime Street, Hesperia, CA 92345**

MINUTES

Call to Order

Meeting was called to order at 5:02 p.m. by Director Irish.

A. Attendance

Board Committee Members: Irish, Gonzalez, Blocker

District Staff: Hernandez, Schauwecker, Hauser, Chavez

Guests: None

Absent: None

Flag Salute

The Flag Salute was led by Director Irish

Message to the Public/Public Comment

- None

Discussion/Action Items

B. Update on Movies in the Park:

- Ms. Hauser gave an update on the success of the event, the most popular movie was The Sandlot, patrons loved the new screen, and El Dorado Broadcasting helped to push the word out by advertising the event on the radio.

C. Update on Concerts in the Park:

- Ms. Hauser gave an update on the event, Mr. Ramos is working with AV and VV Rotary Clubs for the beer garden, Crazy Chris is locked in as Emcee for the event and will be able to work in announcements for us. There are several local bands, and the event is saving over 10k without the addition of opening acts.

D. Rodeo Update

- MMs. Hauser gave an update on the Liquor License, service for the port a potty. Mr. Blocker gave updates on parking logistics, chalk donations, contestant access and new sponsors.

Adjournment - Meeting was adjourned at 5:35 p.m.

**SPECIAL JOINT MEETING OF THE
HESPERIA RECREATION AND PARK DISTRICT
AND THE
HESPERIA AREA RECREATION DISTRICT FOUNDATION BOARD MEMBERS
Thursday, July 11, 2024 - 6:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Chairman Blocker.

ROLL CALL

Foundation: Drylie, Hill, Gingerich, Blocker
District Staff: Hernandez, Schauwecker, Chavez
Other: None

FLAG SALUTE

Member Gingerich led the flag salute.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None

DISCUSSION/ACTION ITEMS

A. Discussion/ Action Item: Review and revision of the current Foundation By Laws.

- The group reviewed the current bylaws and are currently looking to make revisions. It was decided that the group would take additional time to review all the documents, attachments and amendments during a workshop. They will meet at another time and will bring the proposed changes back to the Foundation for final review and submission to legal.

B. Discussion/ Action Item: Review of Liquor License and approval of signature changes

MOTION: A motion was made by Chairman Blocker to remove Kyle Wooley as Director and add Robert Hernandez, also to change the titles for Chairman and Vice Chair Percy Bakker 1 to remove and 1 to add. Vice Chairman Drylie seconded the motion.

1st: Blocker

2nd: Drylie

AYES: Drylie, Hill, Gingerich, Blocker

NOES: None

ABSENT: Daugherty

ABSTAIN: None

MOTION: A motion was made by Vice Chairman Drylie to remove Kyle Wooley as Director and add Robert Hernandez, also to change the titles for chairman and vice chair for Hesperia Lake License 1 to remove and 1 to add. Chairman Blocker seconded the motion.

1st: Drylie

2nd: Blocker

AYES: Drylie, Hill, Gingerich, Blocker

NOES: None

ABSENT: Daugherty

ABSTAIN: None

C. Discussion/ Action Item: HARD Fundraising

- The foundation discussed their current fundraising activities. They discussed potential revenue generating events and other activities that can draw in funds for the foundation.

ADJOURNMENT - Meeting was adjourned at 7:15 p.m.

**REGULAR JOINT MEETING OF THE
HESPERIA RECREATION AND PARK DISTRICT
AND THE
HESPERIA AREA RECREATION DISTRICT FOUNDATION BOARD MEMBERS**

**Thursday, July 25, 2024 - 6:00 p.m.
Lime Street Park Community Center
16292 Lime Street, Hesperia, CA 92345**

MINUTES

CALL TO ORDER

The meeting was called to order at 6:01 p.m. by Chairman Blocker.

ROLL CALL

Committee: Irish, Gonzalez
Foundation: Drylie, Hill, Gingerich, Daugherty, Blocker
District Staff: Hernandez, Schauwecker, Chavez
Other: None

FLAG SALUTE

Member Hill led the flag salute.

MESSAGE TO THE PUBLIC/PUBLIC COMMENT

None

COMMUNICATIONS

None

DISCUSSION/ACTION ITEMS

a. Approval of June 27, 2024, Meeting Minutes

Motion made by Vice Chair Drylie to approve the June 27, 2024, minutes, seconded by Member Gingerich. The motion passed by the following vote:

AYES: Drylie, Hill, Gingerich, Daugherty, Blocker
NOES: None
ABSENT: None
ABSTAIN: None

b. Approval of July 11, 2024 Meeting Minutes

Vice Chair Drylie nominated Frances Schauwecker as new secretary seconded by Member Daugherty. The motion passed by the following vote:

AYES: Drylie, Hill, Gingerich, Daugherty, Blocker
NOES: None

ABSENT: None

ABSTAIN: None

C. Event Ad Hoc Committee Update

- Director Irish gave an update on the movies in the park the most popular movie was The Sandlot, second was Barbie Approx. 500 to 1000 participants. Concerts in the park have line ups country, 80s pop band, Spanish rock, also country/ classic rock for every Friday in August. Still in talks with the rotary club on the beer gardens, if not then work with Eddie with Knock out Pizza to work the beer garden. Us to supply the barriers and the fencing. Run on their catering license. 40% of the funds will be allocated to the parks. The committee also spoke about several different events too.

D. Preservation Committee Update

- a. Vice Chairman Drylie gave an update on the preservation committee Been dark for last two months, along with fundraising aspects have book and postcards, trivia card set, looking to cultivate the sponsor for printing to use as a fundraiser, geocaching is going great, getting a new display case, 2200.00 in the account, will have talks with teachers to talk to students about models, maybe he can work with the kids on modeling, blueprints, scaling etc., built by shop class 2025 etc. in the works, working on sponsorship, volunteers, etc. looking for a plain desktop for the museum.

E. Discussion/ Action Item: Sponsorship Categories

- a. Member Hill wanted to ask the BOD for an increase in the budget for additional sponsorship categories. Specifically, to include homeschoolers, as well as charter schools. The item should go onto the agenda for the next Board meeting.

F. Discussion/ Action Item: Update on the Rodeo

- a. Chairman Blocker updated the foundation of The board of directors decision to raise the budget to not exceed amount of 165k. Member Gingerich is going to take care of all the accounting, will limit the amount of staff being used and will do the accounting for all the events etc. Chairman Blocker and Director Gingerich will meet with Mr. Artola to formulate the reporting of the rodeo.

DISTRICT FOUNDATION COMMITTEE

a. District Board Report

1. Director Gonzalez reported that they had a good meeting last night. Members of Hesperia little league stopped by to thank us for all we did and are happy with us and what we are doing. Did some public hearings for the budgets and was approved, approved the insurance payment, received an update on the agenda automation service, some items were pushed back for more information, had an update on the house demoed by Kya, quick update on the different projects being worked on, updated on the grants, working on the statuses, possibly looking at 7m in grants with Rojas Groups for ranger building, did discuss the budget for the

rodeo, updates on the splashpads was not in the works but will need to be revived. Rebecca might have some contacts for contractors. Aerating on fields has not been started yet. Art contest with kids in the Kids Kamp was fun and successful for the kids. The new signs are the ones that were the winners

STAFF REPORTS

a. Programs/Events/Activities Handouts

1. None

FOUNDATION CHAIR'S COMMENTS

- a. Chairman Blocker was very grateful for the work done in the workshops.

FOUNDATION MEMBERS' COMMENTS

- b. Member Hill: Would like to thank everyone.
- c. Member Daugherty: Would like to thank everyone for their efforts in all they do.
- d. Vice Chair Drylie: Gave a quick update on the grants he applied for, the states pulled out funding, but he will not stop looking for other grant opportunities.
- e. Member Gingerich: Gave quick update on the job descriptions she is working on as well as announcing another workshop to go over the guidelines, and bylaws.

ADJOURNMENT - Meeting was adjourned at 7:21 p.m.