

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

March 12, 2024

**AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, March 12, 2024

7:00 p.m.

PUBLIC PARTICIPATION

Please be advised that the public can observe the meeting live on YouTube using the following link:
<https://youtu.be/xNrQVDEhnm> The name is **Rossmoor CSD**.

This Board meeting will take place in person. Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the District Secretary at RCSD@rossmoor-csd.org. Comments received by 3:00 p.m., on the date of the meeting will be provided to the Board of Directors, made available to the public, and will be a part of the meeting record.

This agenda contains a brief description of each item to be considered. Except as provided by law; no action shall be taken on any item not appearing on the agenda. To speak on an item if physically present at the meeting, complete a Speaker Request Form(s) identifying the item(s) and topic and deposit it in the speaker request box. To speak on a matter not appearing in the agenda, but under the jurisdiction of the Board of Directors, you may do so during Public Comments at the beginning of the meeting. Speaker request forms must be deposited prior to the beginning of Public Comments. When addressing the Board as a whole through the President. Comments to individual Directors or staff are not permitted. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting. Supporting documentation is available for review in the Rush Park main office, 3001 Blume Drive, Rossmoor, CA 90720; 9:00 a.m. – 5:00 p.m., Monday-Friday. The Agenda is available online at: <http://www.rossmoor-csd.org>. Meetings may also be viewed on YouTube.com or by using the YouTube icon on the RCSD website and <http://www.rossmoor-csd.org>.

A. ORGANIZATION

- | | |
|-------------------------|--|
| 1. CALL TO ORDER: | 7:00 p.m. |
| 2. ROLL CALL: | Directors Barke, DeMarco, Searles and Shade
President Maynard |
| 3. PLEDGE OF ALLEGIANCE | Girl Scout Troop 8190 |

4. PRESENTATIONS:

- a) ORANGE COUNTY FIRE AUTHORITY (OCFA) – ELIZABETH DENNEY, COMMUNITY RELATIONS/EDUCATION SPECIALIST

B. ADDITIONS TO AGENDA – None

In accordance with Section 54954 of the Government Code (Brown Act), action may be taken on items not on the agenda, which was distributed, if: A majority of the Board determines by formal vote that an emergency exists per Section 54956.5 (for example, work stoppage or crippling disaster which severely impairs public health and/or safety); or

Two-thirds (2/3) of the Board formally votes or, if less than 2/3 of members are present, all of the Board members present vote, that there is a need to take immediate action, which arose after the agenda was posted.

C. PUBLIC FORUM

Any person may address the Board of Directors at this time upon any subject within the jurisdiction of the Rossmoor Community Services District; however, any matter that requires action may be referred to Staff at the discretion of the Board for a report and action at a subsequent Board meeting.

D. REPORTS TO THE BOARD

- 1. REPORT BY SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDIES
- 2. RECREATION REPORT – CHRIS ARGUETA

E. CONSENT CALENDAR

- 1. MINUTES:
 - a. Regular RCSD Board Meeting of February 13, 2024
- 2. JANUARY 2024 REVENUE AND EXPENDITURE REPORTS

Consent items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time. If any Board member requests that an item be removed from the Consent Calendar, it shall be removed by the President so that it may be acted upon separately.

F. PUBLIC HEARING:

None.

G. REGULAR CALENDAR

1. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST, INC
2. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR SUMMER AND WINTER FESTIVALS.
3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH BREA IT.
4. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT RENEWAL WITH WEST COAST ARBORISTS (WCA).
5. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A NEW CONTRACT WITH LANDCARE USA, LLC.

H. GENERAL MANAGER ITEMS

This part of the agenda is reserved for the General Manager to provide information to the Board on issues that are not on the Agenda, and/or to inform the Board that specific items may be placed on a future agenda. No Board action may be taken on these items that are not on the agenda.

I. BOARD MEMBER ITEMS

This part of the agenda is reserved for individual Board members briefly to make general comments, announcements, reports of his or her own activities, and requests of staff, including that specific items be placed on a future agenda. The Board may not discuss or take action on items not on the agenda.

J. GENERAL COUNSEL ITEMS

This part of the agenda is reserved for General Counsel to make comments, announcements and reports of activities that are legal in nature. The Board may not discuss or take action on items not on the agenda.

K. ADJOURNMENT

It is the intention of the Rossmoor Community Services 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 District will attempt to accommodate you in every reasonable manner.

Please contact the District Office at (562) 430-3707 at least forty-eight (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.

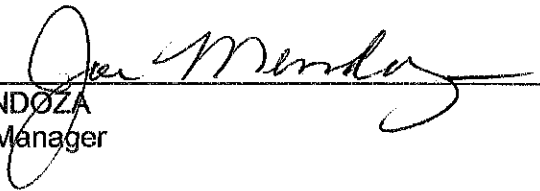
Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.

Any such writing will be available for public inspection at the District offices located at 3001 Blume Drive, Rossmoor CA 90720. In addition, any such writing may also be posted on the District's website at www.rossmoor-csd.org.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the March 12, 2024, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 3/7/2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: March 12, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: ORANGE COUNTY FIRE AUTHORITY (OCFA) – ELIZABETH DENNEY,
COMMUNITY RELATIONS/EDUCATION SPECIALIST

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

Elizabeth Denney, Orange County Fire Authority (OCFA) Community Relations/Education Specialist will provide an overview of response times and availability of emergency services to the Rossmoor Community.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REPORT BY SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDIES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file the Traffic Investigations and Studies Survey Results presented by Wei Zhu, Senior Civil engineer, Orange County Public Works, and direct staff accordingly.

BACKGROUND

Dating back to January 2023, at the direction of the Rossmoor Community Services District (RCSD) Board of Directors and Traffic/Safety Advisory Ad Hoc Committee, a letter was sent to Wei Zhu, Senior Civil Engineer, Orange County Public Works Traffic Investigations and Studies, requesting a traffic study be conducted along the Bradbury/Montecito Corridor. The request reflected community concerns related to parked cars impeding trash pick-up and street sweeping, speeding, overflow parking from the condos and townhomes behind the Shops at Rossmoor and not being able to see around cars that are too close to corners and driveways.

After numerous Community Traffic/Safety Advisory Ad Hoc Committee and Stakeholder meetings the direction was to conduct a community survey (see attachment 1) to find out what our residents and surrounding communities would like to consider for traffic safety improvements along the Montecito/Bradbury Corridor. The process included representatives from the Los Alamitos Unified School District Administration, local non-profits, the Orange County Sheriff and Highway Patrol, adjoining Seal Beach residents and the entire Rossmoor Community. A survey was sent out to targeted RCSD households by Orange County Public Works (OCPW) on December 21, 2023. The deadline to submit surveys was January 31, 2024 and were restricted to one (1) per household. Responses were reviewed and duplicates were taken out of the total responses received.

FINDINGS

The data survey (SurveyMonkey) summary has been counted with a total of 833 responses. The chart outlines the survey questions and the results. RCSD sent out 4573 surveys via bulk mail that included parts of Seal Beach adjacent. The 2337 surveys sent out by OCPW did not include the multi-family condos in adjacent Seal Beach. With the addition of the RCSD survey that was sent out on January 8, 2024, the survey encompassed the entire community and adjacent Seal Beach Townhomes and Condos. The OCPW and Transportation Consultant Firm Fehr & Peers explored the prospective improvements and will present the outcome at tonight's meeting. The Rossmoor Community Services District is appreciative of OCPW's efforts and willingness to listen to the concerns of the RCSD community.

INFORMATION

Surveys sent by RCSD	4573	(to all Rossmoor Residents)
Surveys mailed by OCPW	2337	(not counted multi-family condos)
Surveys received	16	mail
	814	surveymonkey
	3	email
Total responses received	833	(including condos and west of Foster)

Location	Yes	No	N/A	Total	Yes	No	No Response
Montecito Rd (North): One lane per direction, a center turn lane, bike lanes, and parallel parking	306	511	16	833	37%	61%	2%
School Area: One lane per direction, a center turn lane, bike lanes, and parallel parking	369	449	15	833	44%	54%	2%
Montecito Rd (South): One lane per direction, a center turn lane, bike lanes, and parallel parking.	293	522	18	833	35%	63%	2%
Bradbury Rd: Radar feedback signs (one in each direction); Raised medians (25' long); 25mph stencils (one in each direction)	321	493	19	833	39%	59%	2%
Montecito Intersections at Shakespeare, Bostonian & Bradbury Rd: Add traffic circles (roundabouts).	195	629	9	833	23%	76%	1%

ATTACHMENTS

1. Traffic Study Cover Letter and Survey



December 21, 2023

Subject: Rossmoor Community Survey

Dear Rossmoor Resident,

Orange County Public Works (OCPW), in collaboration with the Rossmoor Community Services District (RCSD), Los Alamitos Unified School District, Orange County Sheriff's Department, Transportation Consulting Firm Fehr and Peers and some residents, is actively exploring prospective improvements to the Rossmoor transportation system. The aim is to address community concerns, including:

- Congestion on Montecito Rd and Bradbury Rd, particularly during school pick-up/drop-off times
- Parking challenges on the residential streets adjoining or on Montecito Rd and Bradbury Rd
- Safety concerns, particularly speeding and sight distances on Montecito Rd and Bradbury Rd

Traffic volume and parking data were collected in April 2023, and three public discussions took place at the RCSD meetings in the Summer and Fall of 2023.

The synthesis of information and public discussions has led to the formulation of the following proposed enhancements, visually presented in the attached graphics:

- Rossmoor Elementary School/Montecito Road North
 - a) One travel lane in each direction, two-way left-turn lane, and a bike lane on each side of the road
- Montecito Road South (south of Bradbury Rd)
 - a) One travel lane in each direction, a two-way left-turn lane, and bike lane in each direction.
- Bradbury Road
 - a) Retain existing configuration: one travel lane in each direction, two-way left-turn lane, and bike lane in each direction. Additional traffic calming measures such as permanent radar speed feedback signs, raised medians, and 25 mph pavement markings.

Furthermore, mini roundabouts are recommended at the intersections of Montecito Rd & Shakespeare Dr, Montecito Rd & Bostonian Dr, and Montecito Rd & Bradbury Rd.

Additional alternatives were explored, encompassing but not restricted to angled parking on Montecito Rd and Bradbury Rd, transforming two-way streets into one-way streets, and incorporating bi-directional bike lanes. Nevertheless, these options were dismissed for various reasons, including concerns related to safety, feasibility, and connectivity.

Continued on back page →

OCPW would like your involvement to help make a final decision on implementing the proposed changes. Please use the QR code or the link to provide your input by **January 31, 2024**.

An informational Town Hall meeting will be held on **January 9, 2024, from 5:00-7:00 PM** in the **Rush Park Auditorium (3001 Blume Drive, Rossmoor, CA 90720)**. OCPW staff will be in attendance to answer your questions regarding the survey.

Thank you,



Wei Zhu, P.E., T.E.
Senior Civil Engineer
OC Public Works/Traffic

Rossmoor

Community Survey



SCAN ME

Provide your input at:

OR [Rossmoor Traffic Survey](#)

See sample content below:

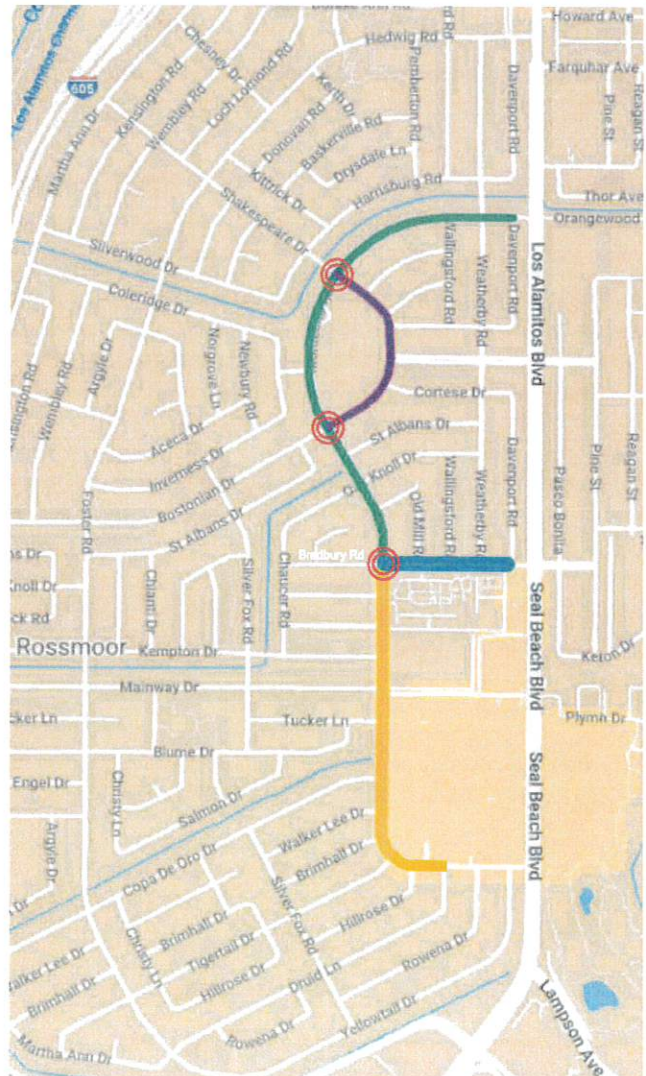
WE WANT TO HEAR FROM YOU

We are seeking your input for potential road improvements in the Rossmoor Community. Your input and opinions are important.

Thank you for your involvement!

The map identifies areas that are under consideration for improvements.

- 1) **Montecito Road – North:**
 - a. One lane per direction, a center turn lane, bike lanes, and parallel parking
- 2) **School Area – Shakespeare Dr./Bostonian Dr.**
 - a. One lane per direction, a center turn lane, bike lanes, and parallel parking
- 3) **Montecito Road – South:**
 - a. One lane per direction, a center turn lane, bike lanes, and parallel parking
- 4) **Bradbury Road:**
 - a. Radar feedback signs: (one in each direction)
 - b. Raised medians (25' long)
 - c. 25mph stencils (one in each direction)
- 5) **Montecito Intersections at Shakespeare, Bostonian, & Bradbury Rd:**
 - a. Add traffic circles





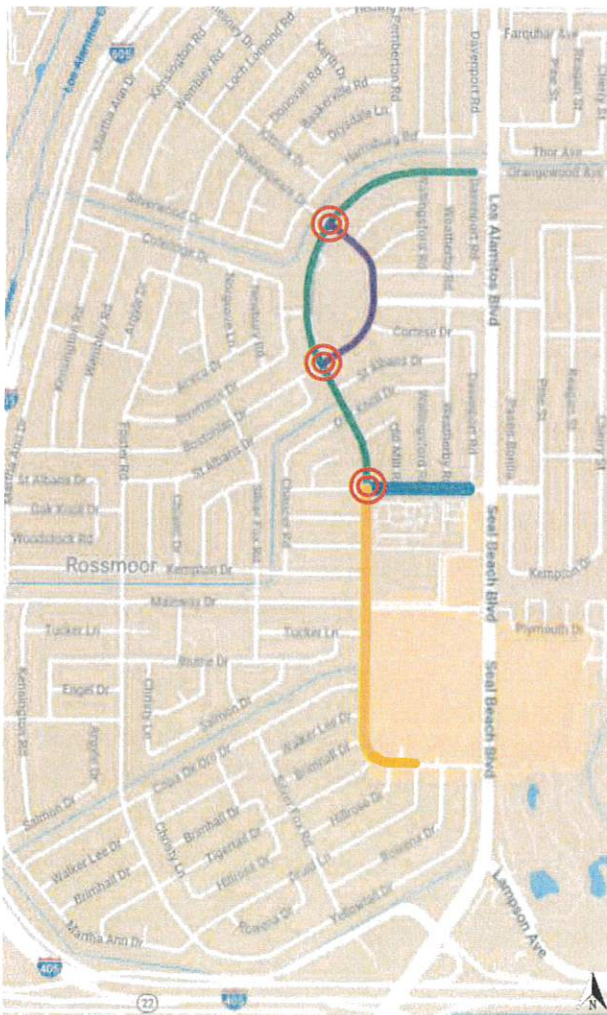
Special District of *Rossmoor* California

Survey

Thank you for your time in providing your input for this survey. The County of Orange's Public Works Department and the Rossmoor Community are evaluating several road improvements and would like your involvement in the planning process by providing your opinions.

This survey includes recommendations for (5) Rossmoor areas that are under consideration. Please complete this survey to share any insights and opinions by **January 31, 2024**.

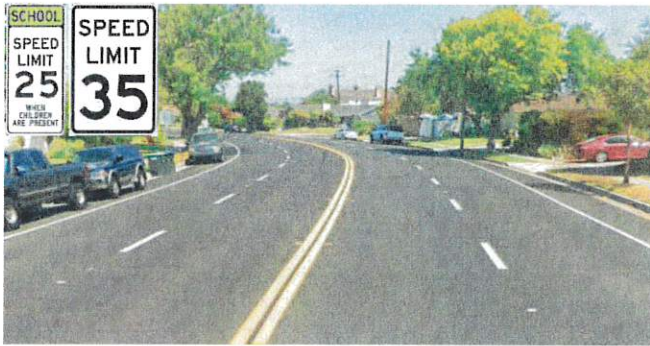
Thank you!



The map identifies areas that are under consideration for improvements.

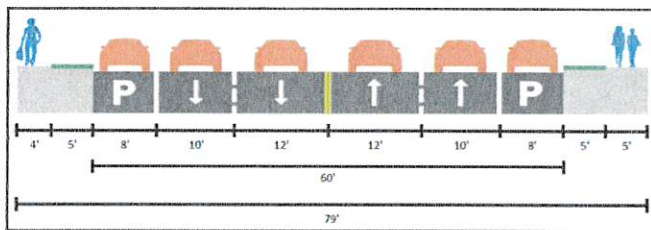
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 - a. Radar feedback signs: (one in each direction)
 - b. Raised medians (25' long)
 - c. 25mph stencils (one in each direction)
- 5) **Montecito Intersections at Shakespeare, Bostonian, & Bradbury Rd:**
 - a. Add traffic circles

Montecito Road – North (From Bradbury Rd. to Davenport Rd)



Existing:

- Two lanes in each direction
- No left-turn lane
- No bike lane
- Parallel parking on both sides



Proposed:

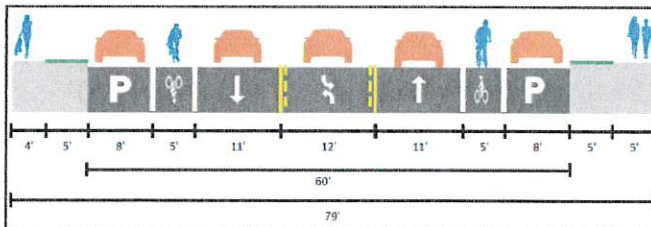
- One lane in each direction
- Two-way left-turn lane
- One bike lane on each side
- Parallel parking on both sides

Do You Support?

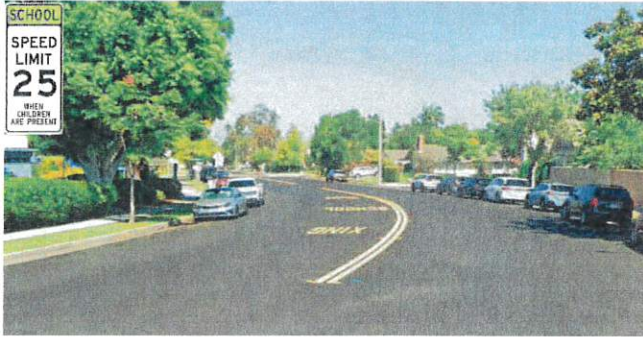
A: Yes

B: No

Comments:

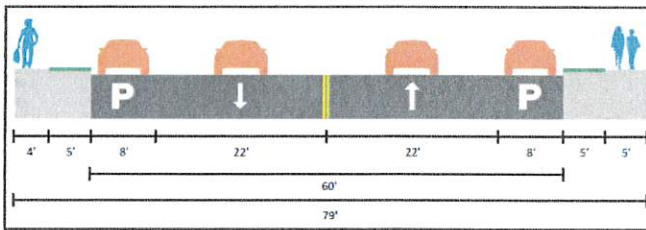


School Area – Shakespeare Dr./Bostonian Dr.



Existing:

- No left-turn lane
- No bike lane
- Parallel parking on both sides



Proposed:

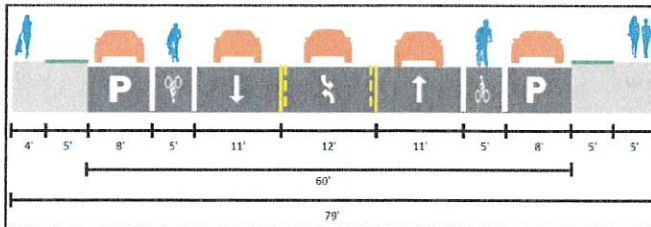
- Two-way left-turn lane
- One bike lane on each side
- Parallel parking on both sides

Do You Support?

A: Yes

B: No

Comments:

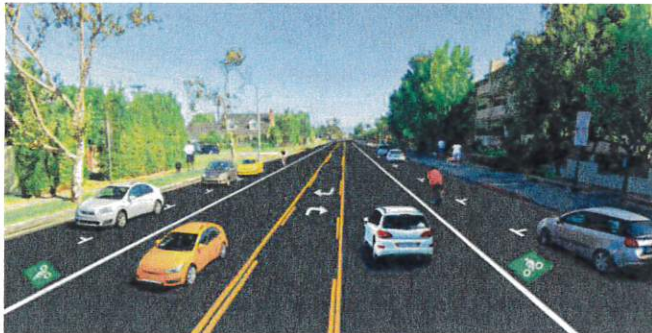
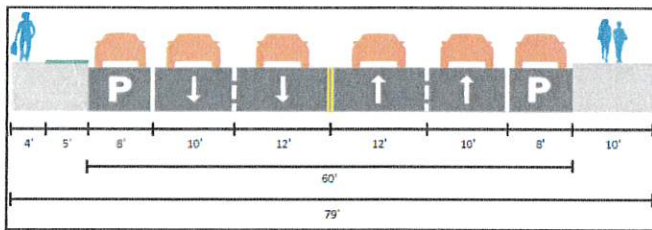


Montecito Road – South (From Bradbury Rd. to Druid Ln.)



Existing:

- Two lanes in each direction
- No left-turn lane
- No bike lane
- Parallel parking on both sides



Proposed:

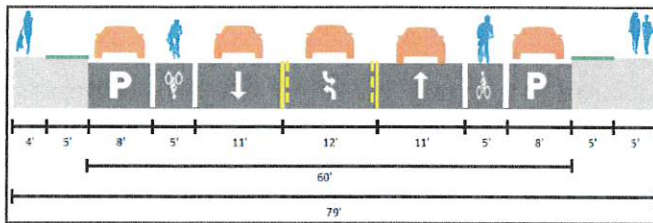
- One lane in each direction
- Two-way left-turn lane
- One bike lane on each side
- Parallel parking on both sides

Do You Support?

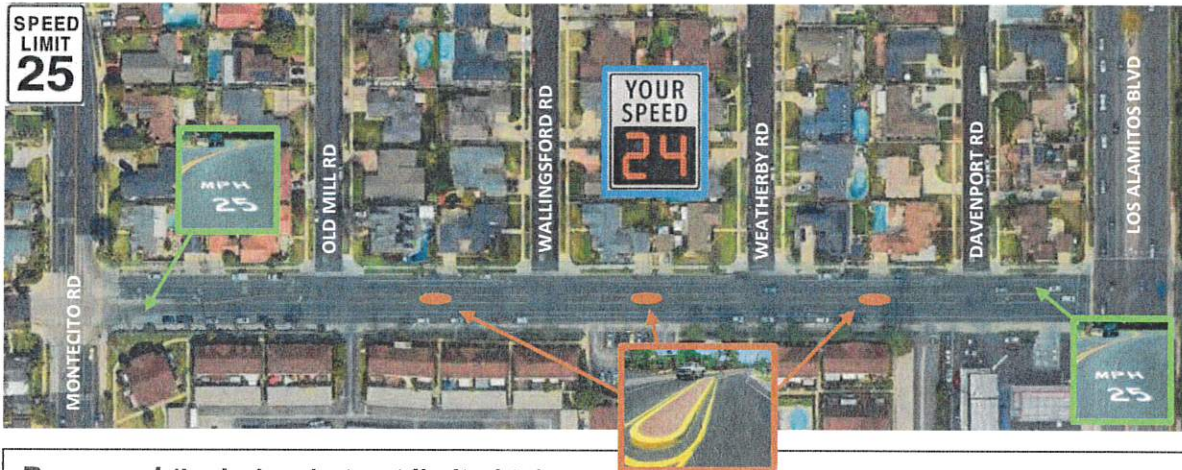
A: Yes

B: No

Comments:



Bradbury Road (From Montecito Rd. to Davenport Rd.)



Proposed (includes, but not limited to):

- a) Radar speed feedback signs: (one in each direction)¹
- b) Raised medians (25' long)
- c) 25mph stencils (one in each direction)

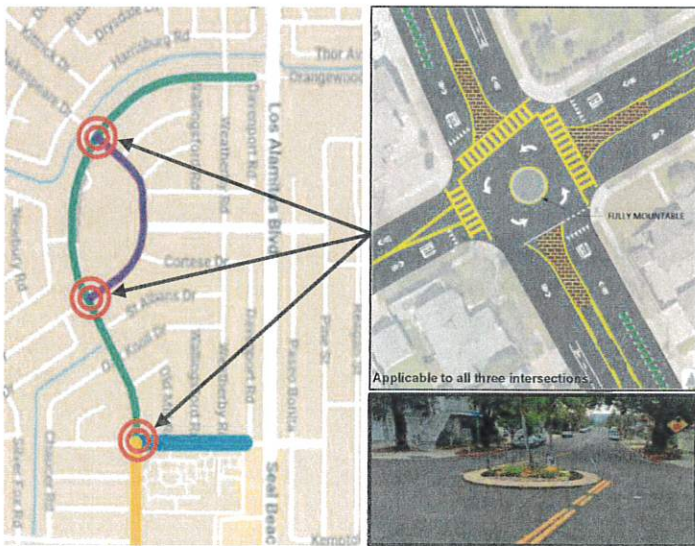
Do You Support?

A: Yes

B: No

Comments:

Montecito Rd. Intersections at Shakespeare, Bostonian, and Bradbury:



Proposed:

- Mini roundabouts/traffic circles

Do You Support?

A: Yes

B: No

Comments:

¹ Final placement of radar speed feedback signs (RSFS) will consider field conditions and resident support.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: March 12, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Recreation Superintendent Chris Argueta
Subject: RECREATION REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this presentation.

INFORMATION

The Recreation Report is intended to provide the Rossmoor Community Services District (RCSD) Board of Directors with the status of activities and programs being performed to further the District's Recreation Programs

ATTACHMENTS

1. Recreation Report
2. Rossmoor Park Activity Report
3. Rush Park and Montecito Activity Reports

RCSD RECREATION DEPARTMENT

RECREATION REPORT

March 2024

SUMMARY

As we continue to see more families coming out to enjoy our beautiful parks in Rossmoor, the District's Recreation Department continues to provide a safe and clean environment for the community. Keep an eye out for some great upcoming community events and programs.

Past

- **Rossmoor Winter Festival** this past December Rush Park was full of the holiday spirit as the community enjoyed a fun filled evening with many local school performances, a great live band, snow zone, kids' zone, vendors, food trucks, pony rides, petting zoo, and of course Santa himself stopped by to join in on all the holiday fun. As always, we could not have done it without our supportive local sponsors who are an important part of bringing this great community event to Rossmoor each year.
- **Shredding Event** the first weekend in March, CR&R provided a free shredding event at Rush Park that was open to area residents free of charge. Residents were encouraged to drive up and let staff unload their vehicles and watch their documents get shredded before leaving the parking lot.
- **Los Alamitos Medical Center** provided a free community health lecture about Cardiology for their Lunch & Learn lecture series at the Rush Park Auditorium. February is heart month, so Buzz Talentino, the Director of Cardiovascular Services and Neurodiagnostics discussed the topic and provided some information to all of those in attendance.
- **Los Alamitos Girls Softball League** celebrated opening day of the spring season with a traditional short parade from the local elementary school where all the teams and families gather and proceed to make the short walk over to the fields to start off the spring season games.

RCSD RECREATION DEPARTMENT

RECREATION REPORT

March 2024

Upcoming

- **Casino Fiesta** hosted by The Youth Center in collaboration with RCSD will be on March 23rd in the Rush Park Auditorium. Guests will get to enjoy a fun filled evening of music, games, and an auction, with the event beginning at 6pm. For more information about tickets and sponsorship, visit TheYouthCenter.org.
- **Arbor Day Celebration** will be held on Friday, April 5th at Rossmoor Park with a presentation, tree planting, scavenger hunt, opportunity drawings, and a tree walk tour with Arborist Mary Kingman.
- **Health & Wellness Festival** will be back on May 11th after receiving a great response from attendees last year. Attendees will once again be able to attend classes and workshops offered along with some other fun activities. Many great healthy food options and informative vendors will be present to answer questions.
- **Bulky Item Clean Up** with CR&R Environmental Services will be back on June 29th. They will once again bring in large containers to the Rush Park Parking Lot. Residents will be able to bring acceptable items that cannot be picked up on regular days, items that do not exceed 8 feet in length. No walk ups or trailers will be allowed at this event.
- **Compost Giveaway** with CR&R Environmental Services will also be back on June 29th to provide two prepacked bags of compost for Rossmoor residents. Make sure to mark your calendars, as this will be the only CR&R combo event of the year.
- **Youth Center Summer Camp** at Rossmoor Park in conjunction with Youth Center, RCSD is hosting the annual Camp S.H.A.R.K. from June 10 – August 9. For more information on the camp, visit TheYouthCenter.org.

RCSD RECREATION DEPARTMENT

RECREATION REPORT

March 2024

- **Rossmoor Family Festival** dates are June 8th, July 13th, August 10th, September 14th. The June event will have performance by 80's cover band *Knyght Ryder*. Followed by the band *Stone Soul* in July, *The Trip* in August, and *The Emperors* will be back, closing out the festival series in September. Along with food trucks, vendors, photo opportunities, games, attractions, and other performances throughout the event as well.
- **Movies in the Park** are back on June 14th with a showing of *Trolls Band Together*, *Elemental* on July 14th, and *Kung Fu Panda 4* on August 16th, with all feature presentations starting at dusk. Free arts & crafts and a bounce house will be available starting at 6pm along with some light snacks available for purchase.
- **Shakespeare by the Sea** will be back at Rush Park. Make sure to bring your picnics, blankets, and chairs and enjoy an evening of live entertainment on July 5th with the performance of *Henry IV* and on July 6th for the performance of *Cardenio*, with both performances starting at 7pm.

Ongoing

- **Farmers Market** at Rush Park every Thursday beginning at 4pm with free kids' entertainment during the summer months beginning at 5pm.
- **American Red Cross** hosts a monthly blood drive the third Wednesday of each month; the next blood drive will be on March 20th. To schedule a donation, visit www.redcrossblood.org

The Recreation Department continues to look ahead and begin planning for future programming and community events. We look forward to providing opportunities for the community to get together and enjoy the parks and community of Rossmoor. The Recreation Department is excited for what is in store for Rossmoor as we continue forming new partnerships and continue building community involvement.

**ROSSMOOR PARK
DECEMBER-FEBRUARY**

ROSSMOOR	DEC	JAN	FEB	<u>LOCATION TOTAL:</u>
PLAYGROUND	3634	3568	3781	10983
WALK/RUN	1311	1371	1420	4102
TENNIS/PICKLEBALL	1342	1431	1503	4276
BASKETBALL	698	704	653	2055
VOLLEYBALL	120	131	134	385
FIELDS 1,2,3	4061	4092	4105	12258
PICNIC SITE A	594	632	648	1874
PICNIC SITE B	315	362	357	1034
PICNIC SITE C	142	176	144	462
COMMUNITY ROOM	471	466	473	1410
OTHER	401	368	397	1166
<u>MONTHLY TOTAL:</u>	13089	13301	13615	40005
				<u>QUARTERLY TOTAL</u>

**RUSH PARK & MONTECITO CENTER
DECEMBER-FEBRUARY**

RUSH PARK	DEC	JAN	FEB	LOCATION TOTAL:
PLAYGROUND	3627	3761	3783	11171
WALK/RUN	1399	1407	1456	4262
FIELDS 1,2,3	3701	3733	3811	11245
PICNIC SITE A	1812	1807	1873	5492
PICNIC SITE B	1470	1564	1508	4542
AUDITORIUM	1562	1610	1599	4771
EAST ROOM	472	481	469	1422
WEST ROOM	66	71	74	211
*OTHER	4991	514	509	6014
MONTHLY TOTAL:	19100	14948	15082	49130
*DECEMBER OTHER: WINTER FESTIVAL				QUARTERLY TOTAL
MONTECITO	784	762	791	2337
				QUARTERLY TOTAL

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1

Date: March 12, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MINUTES REGULAR RCSD BOARD MEETING OF FEBRUARY 13, 2024

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the following meetings as prepared by the Board's Secretary/General Manager.

- a. Regular RCSD Board Meeting of February 13, 2024

INFORMATION

The Minutes reflect the actions of the RCSD at their meeting of February 14, 2024.

ATTACHMENTS

1. Minutes – Regular RCSD Board Meeting of February 13, 2024



**MINUTES
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT**

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, February 13, 2024

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.

2. ROLL CALL:

Present: Directors DeMarco, Searles and Shade
President Maynard

Absent: Director Barke

3. PLEDGE OF ALLEGIANCE: OCSD Captain AJ Patella

4. PRESENTATIONS:

a. Recognition of Sponsors for the 2023 Winter Festival

On behalf of the RCSD Board, President Maynard recognized the sponsors of the 2023 Winter Festival and presented them with a small token of appreciation.

b. Orange County Sheriff's Department Captain AJ Patella presents Community Safety Update

OCSD Captain AJ Patella presented the Community Safety Update including significant statistics; encouraged residents to practice safety, keep their cars locked and valuables out of sight; discussed priority response times in Rossmoor and addressed a press conference with the District Attorney's office regarding the arrest of gang members who were attempting to "work" in Rossmoor and commented on e-Bike safety.

Members of the Board thanked Captain Patella for his work in Rossmoor.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

President Maynard opened this portion of the meeting.

There were no public comments and President Maynard closed this portion of the meeting.

D. REPORTS TO THE BOARD

1. PARKS/FACILITIES MAINTENANCE REPORT – OMERO PEREZ

Park Superintendent Omero Perez presented details of the Parks/Facilities Maintenance Report including significant activities.

Discussion followed regarding irrigation at Rossmoor Park, the plumbing repair estimate and the status of the project and using local Rossmoor businesses.

President Maynard skipped to Item No. G.1 at this juncture.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of January 9, 2024
- b. Regular PIFC Meeting of January 9, 2024

2. DECEMBER 2023 REVENUE AND EXPENDITURE REPORTS

General Manager Mendoza spoke about being more succinct in the future in terms of listing the reasons for variances.

Motion by Director Searles, seconded by Director DeMarco, to approve the Consent Calendar, as presented. Motion passed 4-1, with Director Barke, absent.

F. PUBLIC HEARING – None

G. REGULAR CALENDAR

1. FINAL READING OF 2022-2023 AUDIT RESULTS

General Manager Mendoza presented details of the report; addressed previous approval of the audit and the Board’s request for a Management Discussion Analysis and felt the audit is ready for approval.

The Board approved the 2022-2023 Audit Results by the following roll call vote:

Motion passed 4-0-0-1, by the following roll call vote:

AYES: Directors DeMarco, Searles, Shade and President Maynard
NOES: None
ABSTAIN: None
ABSENT: Director Barke

2. RENEWAL OF ROSSMOOR COMMUNITY SERVICES DISTRICT COOPERATIVE PROGRAMMING AGREEMENT WITH THE YOUTH CENTER

General Manager Mendoza presented details of the report; addressed the terms of the agreement; discussed Youth Center programs and reported working with the Youth Center to raise funds to help with increased costs and for grant funding opportunities.

Lina Lumme, The Youth Center, spoke about the partnership with RCSD over the years and spoke about continuing efforts to give children the opportunities they need.

Members of the Board thanked Lina Lumme for her work.

Lina Lumme stated she understands the work that is needed and the need for raising their fees and felt that working with RCSD they will succeed.

Motion by Director Shade, seconded by Director Searles, to approve the renewal of a cooperative programming agreement with the Youth Center. Motion passed 4-0-0-1, by the following roll call vote:

AYES: Directors DeMarco, Searles, Shade and President Maynard
NOES: None
ABSTAIN: None
ABSENT: Director Barke

3. RESOLUTION NO. 24-02-13-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR AMENDED BUDGET REVENUES AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2023-2024

General Manager Mendoza presented details of the report including an update of CIP projects funded by grants and the Amended Mid-year Budget.

Discussion followed regarding resurfacing tennis and pickleball courts.

Michael Matsumoto, Accountant, highlighted increased overtime for in-fill vacancies, salary enhancements, memberships and dues and an increase in computer email server.

Director Searles questioned why the tennis and pickleball resurfacing project which was over budget by \$10,000 was not addressed.

Accountant Matsumoto stated he was not aware that the tennis and pickleball resurfacing project was over budget.

General Manager Mendoza noted it was an oversight and will be adjusted, accordingly.

Director Searles expressed concerns this has not been done as it has been discussed numerous times.

General Manager Mendoza reiterated that it was his oversight.

Director Searles stated it is not about the project getting done, but rather that the Board was to discuss changing the budget, accordingly, and it has not been done.

General Manager Mendoza apologized for not including it in the mid-year budget review.

Director Searles apologized to the community that the Committee did not address it, either.

Accountant Matsumoto stated that if the approved bid was \$60,000 it can be added to the budget.

General Manager Mendoza suggested adjusting the budget, moving on and taking care of the responsibility.

Director Searles asked about the discussion of public lessons for pickleball, and General Manager Mendoza addressed the status of the item.

General Manager Mendoza recommended adding \$11,395 to the Court Resurfacing Program and adjusting the mid-year budget accordingly.

Director DeMarco suggested adding the exact contract amount to budget.

General Mendoza reported the exact amount is \$61,395.

Motion by Director DeMarco, seconded by Director Searles, to waive further reading of and adopt by title, RESOLUTION NO. 24-02-13-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR AMENDED BUDGET REVENUES AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2023-2024, changing the line item for the Court Resurfacing Program to \$61,395.

Motion passed 4-0-0-1, by the following roll call vote:

AYES: Directors DeMarco, Searles, Shade and President Maynard
NOES: None
ABSTAIN: None

ABSENT: Director Barke

President Maynard returned to consider Item No. E of the agenda and followed the rest of the agenda, as published.

4. RESOLUTION NO. 24-02-13-02 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVE THE CONSUMPTION OF ALCOHOL AT THE YOUTH CENTER’S ANNUAL CASINO NIGHT EVENT TO BE HELD ON MARCH 23, 2024 FROM 4:00 P.M. TO 11:00 P.M. IN THE RUSH PARK AUDITORIUM.

General Manager Mendoza presented details of the report noting this is for The Youth Center’s Annual Casino Night fundraising event and noted The Youth Center will obtain all of the necessary permits.

Lina Lumme, The Youth Center, reported this will be the second annual event and described last year’s event and their one Grand Project.

President Maynard noted this event is co-sponsored by RCSD and discussed the related RCSD policy.

Motion by Director Shade, seconded by Director DeMarco, to waive further reading of and adopt by title, RESOLUTION NO. 24-02-13-02 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVE THE CONSUMPTION OF ALCOHOL AT THE YOUTH CENTER’S ANNUAL CASINO NIGHT EVENT TO BE HELD ON MARCH 23, 2024 FROM 4:00 P.M. TO 11:00 P.M. IN THE RUSH PARK AUDITORIUM.

Motion passed 4-0-0-1, by the following roll call vote:

AYES: Directors DeMarco, Searles, Shade and President Maynard
NOES: None
ABSTAIN: None
ABSENT: Director Barke

H. GENERAL MANAGER ITEMS

General Manager Mendoza reported working with Lindsay and Darin Ludwig on a Pool Safety Program and will follow-up as more information is available; addressed Rush Park flooring, installation of netting in the courts, the landscape maintenance proposals, Shakespeare in the Park, Summer Family Festivals, an upcoming shredding event hosted by CR&R, the Health and Wellness Fair, street sweeping and impacts of the recent storms, the Easter Egg Hunt and Arbor Day.

Administrative Assistant Whang read an email from David Vandervoert about street-sweeping and General Manager Mendoza reported the matter has been addressed with CR&R.

Director DeMarco spoke about sweepers driving too fast; reported many are not picking up debris and asked to invite a CR&R representative to a future Board meeting to obtain feedback of their service from residents.

Administrative Assistant Whang read an email from Sue and Rob Kaplan regarding suggestions for pickleball.

I. BOARD MEMBER ITEMS

Director Searles thanked General Manager Mendoza for the variance report; suggested that copies of reports such as Captain Patella's be provided with the minutes packet; thanked staff for improved outreach and communications and asked about the possibility of including Shakespeare in the Park in the RCSD budget.

Director Shade agreed with Director Searles about considering including Shakespeare in the Park in the RCSD budget going forward; spoke favorably about increased RCSD posts for public awareness; mentioned the Kaplans' email.

Director DeMarco agreed reports such as Captain Patella's should be included in the minutes packet and in response to his inquiry, General Manager Mendoza discussed the status of the Traffic Survey. Director DeMarco commented on the launch of the new RCSD website and its features and wished his wife, Rachel, a Happy Birthday.

Director Searles thanked RCSD sponsors for all they do as well as General Manager Mendoza and staff.

Director Shade thanked Captain Patella for his presentation and commented favorably on the new website.

President Maynard thanked Captain Patella for his presentation; spoke favorably regarding the Pool Safety Program and encouraged people to be nice.

J. GENERAL COUNSEL ITEMS - None

K. ADJOURNMENT

President Maynard adjourned the meeting at 8:38 p.m.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Michael Maynard, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Accountant Michael Matsumoto

Subject: JANUARY 2024 REVENUE and EXPENDITURE REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for January 2024.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenue and expenses.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of January 2024
2. Explanation of Significant Variances from budgeted amounts

**Rossmoor Community Services District
 Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual
 For the month ended January 31, 2024**

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:						
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ 55,014	\$ 742,024	\$ (591,076)	55.66%
Street light assessments	404,300	404,300	19,183	257,857	(146,443)	63.78%
Interest on investments	30,000	30,000	11,151	23,321	(6,679)	77.74%
From other governmental agencies	136,000	136,000	-	-	(136,000)	0.00%
Permit and rental fees	214,300	187,300	22,807	118,218	(69,082)	63.12%
Misc./Sponsorships	35,000	35,000	250	33,660	(1,340)	96.17%
Total Revenues	2,152,700	2,125,700	108,405	1,175,080	(950,620)	55.28%
Expenditures:						
Administration	1,224,390	1,233,260	96,624	680,835	552,425	55.21%
Recreation	63,000	63,000	5,678	58,738	4,262	93.23%
Rossmoor park	209,250	220,645	8,512	76,103	144,542	34.49%
Montecito center	13,450	13,450	944	6,815	6,635	50.67%
Rush park	193,070	193,070	9,622	69,918	123,152	36.21%
Street lighting	113,100	113,100	9,807	68,622	44,478	60.67%
Street sweeping	83,100	83,100	13,076	45,767	37,333	55.07%
Parkway trees	189,010	189,010	5,713	131,498	57,512	69.57%
Mini-parks and medians	15,190	15,190	1,348	8,577	6,613	56.46%
Total Expenditures	2,103,560	2,123,825	151,324	1,146,873	976,952	54.00%
Changes in fund balance	49,140	1,875	\$ (42,919)	28,207	\$ 26,332	
Fund balance:						
Beginning of year	1,709,443	1,709,443		1,709,443		
End of period	1,758,583	1,711,318		1,737,650		
Cash Balances at 12/31/23:						
Checking				111,863		
LAIF				1,656,732		
Total				1,768,595		

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 24

Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
10 General Fund						
3000 Property Tax						
3001	Current Secure Property Tax	19,286.39	674,176.87	1,242,000.00	567,823.13	54 %
3002	Current Unsecured Prop Tax	16,992.36	32,166.03	36,900.00	4,733.97	87 %
3003	Prior Secured property Tax	578.93	6,379.74	15,200.00	8,820.26	42 %
3004	Prior Unsecured Property Tax	0.00	0.00	3,300.00	3,300.00	0 %
3005	Delinquent Property Taxes	153.88	1,557.81	1,100.00	-457.81	142 %
3006	Current Supplemental Assessment	6,701.99	15,700.92	19,600.00	3,899.08	80 %
3008	Public Utility Tax	9,568.33	9,568.40	10,900.00	1,331.60	88 %
3009	State Homeowners prop. Tax Relief	1,731.92	2,474.16	4,100.00	1,625.84	60 %
	Account Group Total:	55,013.80	742,023.93	1,333,100.00	591,076.07	56 %
3100						
3101	Street light assessments	19,183.00	257,856.68	404,300.00	146,443.32	64 %
	Account Group Total:	19,183.00	257,856.68	404,300.00	146,443.32	64 %
3200						
3201	Interest on Investments	11,150.84	23,320.89	30,000.00	6,679.11	78 %
	Account Group Total:	11,150.84	23,320.89	30,000.00	6,679.11	78 %
3300 INTERGOVERNMENTAL REVENUE						
3301	Prop 68 Grant Funding	0.00	0.00	56,000.00	56,000.00	0 %
3304	County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	136,000.00	136,000.00	0 %
3400 RENTAL & PERMITS						
3401	Tennis Courts Reservations	1,354.00	10,623.00	21,000.00	10,377.00	51 %
3402	Tennis Instructor Private Lessons	1,635.25	11,602.00	16,000.00	4,398.00	73 %
3403	Basketball Court Reservations	44.00	964.00	0.00	-964.00	%
3404	Sand Volleyball Court Reservations	0.00	36.00	0.00	-36.00	%
3405	Rossmoor Park Ball Field Reservations	2,538.00	5,756.00	12,500.00	6,744.00	46 %
3406	Rush Park Ball field reservations	1,604.00	10,269.27	12,500.00	2,230.73	82 %
3407	Pickleball Reservation	1,388.00	7,220.00	12,000.00	4,780.00	60 %
3408	Pickleball Instructor Private Lessons	0.00	0.00	3,000.00	3,000.00	0 %
3411	Signature Wall Banner Rental	60.00	280.00	300.00	20.00	93 %
3421	Tree Revenue	1,861.00	2,732.60	5,000.00	2,267.40	55 %
3422	Tree Violation Fines	0.00	900.00	0.00	-900.00	%
3431	Rossmoor Building Rental	95.00	3,025.00	2,500.00	-525.00	121 %
3432	Rossmoor Park Picnic Site	240.00	1,801.00	2,500.00	699.00	72 %
3441	Montecito Building Rental	2,877.00	14,266.52	25,000.00	10,733.48	57 %
3451	Rush Building Rental	7,921.25	43,548.99	67,000.00	23,451.01	65 %
3452	Rush Park Picnic Site	1,190.00	4,591.48	7,000.00	2,408.52	66 %
3453	Rush Park Kitchen	0.00	602.00	1,000.00	398.00	60 %
	Account Group Total:	22,807.50	118,217.86	187,300.00	69,082.14	63 %
3500						
3501	MISC REVENUE	0.00	14,410.41	10,000.00	-4,410.41	144 %
3502	Sponsorships	250.00	19,250.00	25,000.00	5,750.00	77 %
	Account Group Total:	250.00	33,660.41	35,000.00	1,339.59	96 %

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12:12:05

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 24

Page: 2 of 2
Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Fund Total:	108,405.14	1,175,079.77	2,125,700.00	950,620.23	55 %
	Grand Total:	108,405.14	1,175,079.77	2,125,700.00	950,620.23	55 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	700.00	3,600.00	11,000.00	11,000.00	7,400.00	33%
4001	Salaries - Full-time	764.78	764.78	0.00	0.00	-764.78	0%
4002	Salaries - Part-time	2,673.20	18,069.69	82,100.00	82,100.00	64,030.31	22%
4003	Overtime	254.93	9,558.66	10,500.00	12,000.00	2,441.34	80%
4006	SALARIES - ADMINISTRATION	20,707.49	149,688.26	255,800.00	257,500.00	107,811.74	58%
4007	VEHICLE ALLOWANCE (MILEAGE	0.00	990.46	2,100.00	2,100.00	1,109.54	47%
4008	SALARIES - PARK AND RECREATION	15,567.29	114,363.88	166,100.00	167,500.00	53,136.12	68%
4009	SALARIES - Park /TREE MAINTENANCE	5,219.76	36,216.94	59,700.00	59,700.00	23,483.06	61%
4010	Workers Compensation Insurance	0.00	12,000.00	15,000.00	15,000.00	3,000.00	80%
4011	Medical Insurance	16,223.92	54,588.98	84,000.00	84,000.00	29,411.02	65%
4015	Federal Payroll Tax -FICA	4,549.61	27,398.77	56,390.00	56,390.00	28,991.23	49%
5002	Insurance - Liability	0.00	38,722.00	41,000.00	41,000.00	2,278.00	94%
5004	Memberships and Dues	0.00	10,349.59	9,980.00	10,500.00	150.41	99%
5006	Travel & Meetings	25.00	630.84	2,630.00	2,630.00	1,999.16	24%
5007	Televised Meeting Costs	623.44	10,233.73	23,100.00	23,100.00	12,866.27	44%
5008	Gasoline	338.76	2,065.62	5,250.00	5,250.00	3,184.38	39%
5010	Publications & Legal Notices	131.25	5,408.22	7,880.00	7,880.00	2,471.78	69%
5012	Printing	360.22	2,845.53	4,200.00	4,200.00	1,354.47	68%
5014	Postage	8.56	736.40	2,100.00	2,100.00	1,363.60	35%
5016	Office & Meeting Supplies	119.94	3,320.81	15,750.00	15,750.00	12,429.19	21%
5018	Janitorial Supplies	5,386.31	9,358.72	20,790.00	20,790.00	11,431.28	45%
5020	Telephone	386.81	5,837.26	10,500.00	10,500.00	4,662.74	56%
5021	Computer/Email/Server Costs	754.31	6,722.49	5,250.00	9,000.00	2,277.51	75%
5030	Vehicle Maintenance	0.00	719.28	10,500.00	10,500.00	9,780.72	7%
5032	Building & Grounds-Maintenance	7,018.87	42,901.81	85,050.00	85,050.00	42,148.19	50%
5045	Miscellaneous Expenditures	3,302.30	16,251.69	21,000.00	21,000.00	4,748.31	77%
5046	Bank Service Charge	501.19	1,940.83	4,200.00	4,200.00	2,259.17	46%
5610	Legal Services	1,505.00	15,562.50	65,520.00	65,520.00	49,957.50	24%
5615	Financial Audit-Consulting	0.00	19,000.00	19,950.00	19,950.00	950.00	95%
5620	Outsource Financial Consultant	6,000.00	36,000.00	72,450.00	72,450.00	36,450.00	50%
5670	Other Professional Services	2,728.10	22,583.38	42,000.00	42,000.00	19,416.62	54%
6010	Equipment	251.30	802.86	2,100.00	2,100.00	1,297.14	38%
6025	Software	521.90	1,600.90	10,500.00	10,500.00	8,899.10	15%
	Account Total:	96,624.24	680,834.88	1,224,390.00	1,233,260.00	552,425.12	55%
5020 Recreation							
5017	Community Events	5,677.55	58,737.69	63,000.00	63,000.00	4,262.31	93%
	Account Total:	5,677.55	58,737.69	63,000.00	63,000.00	4,262.31	93%
5030 Rossmoor Park							
5022	Utilities	1,153.17	8,630.56	13,130.00	13,130.00	4,499.44	66%
5023	Water	5,071.55	35,591.26	63,000.00	63,000.00	27,408.74	56%
5025	SECURED PROP TAX	0.00	1,089.58	1,260.00	1,260.00	170.42	86%
5034	Alarm Systems/Security	0.00	246.00	1,050.00	1,050.00	804.00	23%
5045	Miscellaneous Expenditures	0.00	413.87	4,730.00	4,730.00	4,316.13	9%
5051	Equipment Rental	0.00	0.00	530.00	530.00	530.00	0%
5052	Minor Facility Repairs /Tools	0.00	0.00	1,050.00	1,050.00	1,050.00	0%
5655	Landscape Maintenance / Janitorial	2,287.50	24,504.46	34,500.00	34,500.00	9,995.54	71%

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 24

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund						
6005 Buildings and Improvements	0.00	5,626.92	90,000.00	101,395.00	95,768.08	6%
Account Total:	8,512.22	76,102.65	209,250.00	220,645.00	144,542.35	34%
5040 Montecito Center						
5022 Utilities	204.40	1,295.98	2,100.00	2,100.00	804.02	62%
5023 Water	371.20	2,334.00	4,730.00	4,730.00	2,396.00	49%
5025 SECURED PROP TAX	0.00	915.04	1,050.00	1,050.00	134.96	87%
5034 Alarm Systems/Security	0.00	252.00	680.00	680.00	428.00	37%
5045 Miscellaneous Expenditures	0.00	31.23	530.00	530.00	498.77	6%
5052 Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0%
5655 Landscape Maintenance / Janitorial	368.66	1,986.64	3,830.00	3,830.00	1,843.36	52%
Account Total:	944.26	6,814.89	13,450.00	13,450.00	6,635.11	51%
5050 Rush Park						
5022 Utilities	2,336.45	19,652.50	33,180.00	33,180.00	13,527.50	59%
5023 Water	2,790.53	23,400.43	52,500.00	52,500.00	29,099.57	45%
5025 SECURED PROP TAX	0.00	4,169.92	4,410.00	4,410.00	240.08	95%
5034 Alarm Systems/Security	126.00	378.00	840.00	840.00	462.00	45%
5045 Miscellaneous Expenditures	0.00	0.00	530.00	530.00	530.00	0%
5051 Equipment Rental	0.00	0.00	1,580.00	1,580.00	1,580.00	0%
5052 Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0%
5655 Landscape Maintenance / Janitorial	2,287.51	20,235.85	34,500.00	34,500.00	14,264.15	59%
6005 Buildings and Improvements	2,081.00	2,081.00	65,000.00	65,000.00	62,919.00	3%
Account Total:	9,621.49	69,917.70	193,070.00	193,070.00	123,152.30	36%
5060 Street Lighting						
5650 Street Lighting and Maintenance	9,806.84	68,622.36	113,100.00	113,100.00	44,477.64	61%
Account Total:	9,806.84	68,622.36	113,100.00	113,100.00	44,477.64	61%
5070 Street Sweeping						
5642 Street Sweeping	13,076.28	45,766.98	83,100.00	83,100.00	37,333.02	55%
Account Total:	13,076.28	45,766.98	83,100.00	83,100.00	37,333.02	55%
5080 Parkway Trees						
5017 Community Events	0.00	0.00	1,580.00	1,580.00	1,580.00	0%
5656 Tree Trimming	0.00	103,897.30	137,030.00	137,030.00	33,132.70	76%
5660 TREE REMOVAL	5,586.00	10,490.80	3,150.00	3,150.00	-7,340.80	333%
6015 Trees	126.50	17,109.70	47,250.00	47,250.00	30,140.30	36%
Account Total:	5,712.50	131,497.80	189,010.00	189,010.00	57,512.20	70%
5090 Mini-Parks and Medians						
5022 Utilities	0.00	113.35	530.00	530.00	416.65	21%
5023 Water	979.74	6,477.27	10,500.00	10,500.00	4,022.73	62%
5045 Miscellaneous Expenditures	0.00	0.00	110.00	110.00	110.00	0%
5051 Equipment Rental	0.00	0.00	110.00	110.00	110.00	0%
5052 Minor Facility Repairs /Tools	0.00	0.00	110.00	110.00	110.00	0%
5655 Landscape Maintenance / Janitorial	368.66	1,986.65	3,830.00	3,830.00	1,843.35	52%
Account Total:	1,348.40	8,577.27	15,190.00	15,190.00	6,612.73	56%
Account Group Total:	151,323.78	1,146,872.22	2,103,560.00	2,123,825.00	976,952.78	54%

02/21/24
11:55:39

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 24

Page: 3 of 3
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	151,323.78	1,146,872.22	2,103,560.00	2,123,825.00	976,952.78	54%
	Grand Total:	151,323.78	1,146,872.22	2,103,560.00	2,123,825.00	976,952.78	54%

**EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS
JANUARY 2024**

Revenue Accounts

Account Code	Item	Explanation
3406	Rush Park Ball Field Reservations	Unanticipated additional field rentals
3431	Rossmoor Bulding Rental	Enhanced Marketing resulted in additional rentals
3501	Misc Revenue	Winter Festival registration exceeded expectation
3502	Sponsorships	Sponsorships will be about 80% due to Winterfest

Expenditure Accounts

Account Code	Item	Explanation
3010-4000	Board of Directors Compensation	Under due to minimum number of meetings. Do not anticipate going over budget.
5010-4002	Salaries - Part-time	Unanticipated amount of vacancies
5010-4003	Overtime	Additional hours worked during the the Summer Festivals. At mid-year, staff will request an increase. Additional Overtime due to covering Part-Time Vacancies
5010-4010	Administration - Worker's Compensation Insurance	Annual premium has been paid for FY
5010-5002	Administration - Insurance Liability	Annual premium has been paid for FY
5010-5004	Memberships and Dues	On target. Dues are paid
5010-5006	Travel & Meeting Costs	Do not anticipate going over budget
5010-5016	Office & Meeting Supplies	Will be ordering additional supplies throughout the year. Do not anticipate going over budget.
5010-5030	Vehicle Maintenance	Routine maintenance is upcoming. Do not anticipate going over the budget.
5010-5610	Legal Services	Anticipate staying within budget. To date, no unanticipated activity has occurred.
5020-5017	Community Events	Don't anticipate going over budget

5030-5025 5040-5025 5050-5025	Secured Property Taxes - Rossmoor Park, Montecito Center, Rush Park	Property Taxes have been paid for 1st and 2nd installments
5030-5034	Rossmoor Park - Alarm Systems/Security	Invoices forthcoming. Will review with vendor.
5030-5045	Rossmoor Park - Misc Expenditures	No Activity
5030-5051 5050-5051 5090-5051	Equipment Rental - Rossmoor Park, Rush Park, Mini Parks	No Activity
5030-6005	Rossmoor Park - Building and Improvements	Projects have not been completed. Invoices pending for renovations to courts and picnic shelter
5040-5045 5050-5045 5090-5045	Misc Expenditures - Montecito Center, Rush Park, Mini Parks	No Activity
5040-5052 5050-5052 5090-5052	Minor Facility Repairs/Tools - Montecitio Center, Rush Park, Mini Parks	No Activity
5080-5017	Parkway Trees - Community Events	Seasonal project. Do not foresee any additional tree removals
5080-5660	Parkway Trees - Tree Removal	Seasonal project. Do not foresee any additional tree removals
5080-6015	Parkway Trees - Trees	Seasonal project. Do not foresee any additional tree removals

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST INC.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee (Directors Maynard and DeMarco) met on February 29, 2024 and is recommending that the Rossmoor Community Services District (RCSD) Board of Directors review and approve a one-year extension to contract operation of a Farmers Market by and between Rossmoor Community Services District and Enriched Farms & Avanti Harvest, Inc., a California nonprofit corporation, to continue to conduct a Farmers Market on Thursdays, from 4 p.m. to 7 p.m., at Rush Park parking lot from May 9, 2024 to May 8, 2025. All other contract terms remain in full effect.

INFORMATION

Enriched Farms is well-known in the area. They have several Farmers Markets in the Southern California area including Costa Mesa, Irvine, Los Alamitos, Moorpark and Santa Paula. The market has a number of core vendors that keep returning week-after-week. The District has received numerous compliments from residents who enjoy the outdoor market and meeting up with their neighbors.

The relationship between the Farmers Market and the Rossmoor community is still in its infancy stage. Crowds continue to grow stronger and more people are on the scene with the addition of weekly entertainment for kids, including the recent addition of an egg hunt for Easter and costume contests during the week of Halloween (Harvest Festival).

ATTACHMENTS

1. February 28, 2024 Letter Request Extension of Agreement from Enriched Farms & Avanti Harvest, Inc.
2. Agreement between Enriched Farms & Avanti Farms and Rossmoor Community Services District dated May 10, 2022.



February 28th, 2024

General Manager Joe Mendoza
Rossmoor Community Service District
3001 Blume Drive
Rossmoor, CA. 90720

Re: Letter Request Extension of Agreement

Dear Mr. Mendoza and the Rossmoor Community Service District,

Since the terms of our previous agreement in the operation of the Rossmoor Certified Farmers' Market will end on May 09th, 2024, Enriched Farms / Avanti Harvest requests to extend the term of the existing agreement for a period of one year effective from May 09th, 2024 to May 08th, 2025, in accordance with the following clause:

Term 2.2 of the existing agreement dated May 10th, 2022, we appreciate the opportunity with the Rossmoor Community Service District, and we look forward into continuing to manage and operate the Rossmoor Certified Farmers Market.

Sincerely yours,

Jason Davis - President / Owner

Enriched Farms / Avanti Harvest

AGREEMENT TO OPERATE FARMERS MARKET

THIS AGREEMENT TO OPERATE FARMERS MARKET ("Agreement") is made as of May 10, 2022, by and between Rossmoor Community Services District (**DISTRICT**) and Enriched Farms & Avanti Harvest Inc., a California nonprofit corporation with an address of 4273 Crabapple Court, Moorpark, CA 93021 (**CONTRACTOR**) with reference to the following facts:

RECITALS

A. **CONTRACTOR** is highly experienced in operating farmers markets and special events held in conjunction with and adjacent to farmers' markets, working with experienced organizations that book vendors, provide marketing and other services related to the operation of farmers' markets.

B. **DISTRICT** and **CONTRACTOR** enter this Agreement in order to set forth terms and conditions under which **CONTRACTOR** shall operate a farmers market taking place at Rush Park, located at 3001 Blume Dr., Rossmoor, California 90720 as is more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Event Area").

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DISTRICT** and **CONTRACTOR** hereby agree as follows:

1. Agreement.

1.1 License. **DISTRICT** hereby grants to **CONTRACTOR** a limited, revocable license to access and use the Event Area subject to the provisions of this Agreement, for the sole purpose of providing and operating a turnkey, farmers' market, as that term is defined in the California Health and Safety Code Section 113742 and as certified and regulated by the State of California (the "Market"). **CONTRACTOR** shall operate the Market in compliance with this Agreement and all applicable state and local laws including, but not limited, Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code and the regulations adopted pursuant to that chapter. Provided **CONTRACTOR** is not in breach of this Agreement, the **DISTRICT** warrants that **CONTRACTOR** shall have the exclusive right to operate the Market on behalf of the **DISTRICT** in the Event Area, in accordance with the terms herein.

1.2 Hours and Days of Operation. The Market shall only operate and be open to the public between the hours of 4:00 p.m. to 7:00 p.m. (Market Hours) **Thursdays** (Market Day), starting **May 12, 2022**.

CONTRACTOR shall have access to the Event Area for loading and setup, and clear away and cleaning from 2:00 p.m. to 4:00 p.m. and 7:00 p.m. to 9:30 p.m., respectively, on each Market Day during the Term (as set forth in Section 2, below). Upon written

agreement of the CONTRACTOR and the General Manager of DISTRICT, due to special events or other reasons, the hours and days of operation may be modified.

1.3 Location of Market. The Market shall operate only within the Event Area. Notwithstanding the foregoing, DISTRICT and CONTRACTOR acknowledge that the exact location of the Event Area shall be subject to the approval of the Orange County Agricultural Commissioner in connection with its granting of an operating permit. In addition, subject to any required approval of Orange County Agricultural Commissioner, DISTRICT shall have the right to reasonably reconfigure the Event Area in order to accommodate and/or address any required changes. DISTRICT represents that to the best of its knowledge that CONTRACTOR's operation of the Market in conformity with the provisions of this Agreement, and its vendors' sales of products permitted under this Agreement, will not conflict with or breach the terms of any agreement or commitment between the DISTRICT and any third party within the market area of the Market. Upon written agreement of the CONTRACTOR and the General Manager of DISTRICT, due to special events or other reasons, the location may be modified.

(a) DISTRICT shall provide access to the following equipment for use by Market vendors at each Market Day as specified in Section 1.2.

- (i) Two (2) Restrooms (Two Men's & Women's)
- (ii) Garbage cans for customer use only

1.4 Scope of CONTRACTOR's Services. CONTRACTOR agrees as follows:

(a) CONTRACTOR shall operate and maintain a turnkey farmers' market during the times set forth in Section 1.2 at its sole cost and expense, in a first-class manner, and in compliance with this Agreement and with all applicable ordinances, resolutions, rules and local, State, and federal statutes, laws and regulations, as well as standard industry practices including, without limitation, on-site management, market rules and periodic (non-notified) inspections.

(b) CONTRACTOR, at its sole cost and expense, shall work with approved organization(s) to book vendors for the Market who produce and sell artisan prepared foods, fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, gifts, "green" crafts and other non-agricultural products sold at comparable farmers markets operated by the CONTRACTOR provided, however, all such vendors booked for the Market shall have appropriate licenses and be subject to the restrictions set forth in this Agreement.

(c) CONTRACTOR, at its sole cost and expense, shall provide and implement and/or cause to be provided and implemented, all safety measures necessary to reasonably protect the patrons and all other occupants of the Market during the Market's operating hours.

(d) CONTRACTOR, at its sole cost and expense shall obtain and maintain all necessary permits, certificates, and licenses required to legally operate the Market and shall ensure that all participating farmers, producers, and vendors obtain and maintain all necessary permits, certificates, and licenses required pursuant to the farmers market regulations, as set forth in the California Code of Regulations (Title 3, Division 3, Chapter 1, Sub-chapter 4, Article 6.5, commencing with Section 1392) pertaining to direct marketing producers, and all other applicable local, State and Federal laws and regulations including, but not limited to, Chapter 10.5 (commencing with Section 47000) of Division 17 of the California Food and Agricultural Code (collectively, "Applicable Laws").

(e) CONTRACTOR, at its sole cost and expense, shall surrender the Event Area in substantially the same condition, with all refuse, rubbish, trash barrels and personal property removed, as when received by CONTRACTOR, each week prior to that week's Market, excepting normal wear or tear.

(f) CONTRACTOR shall not remove, damage or alter in any way the existing improvements or personal property of the DISTRICT located within the Event Area.

(g) CONTRACTOR shall repair, at its sole cost and expense, any damage or alteration to the Event Area occurring while occupied by CONTRACTOR, to substantially the same condition that existed before the damage or alteration, as determined by the DISTRICT.

(h) CONTRACTOR at its discretion, and sole cost and expense, shall offer a product mix of artisan prepared foods, fruits, vegetables, and non-agricultural products in the Market that will ensure maximum selection and minimize over-duplication, in compliance with Applicable Laws.

(i) During operation of the Market, DISTRICT may direct CONTRACTOR to require any particular vendor cease operation, or the sale of any particular good or service, if it is deemed by the DISTRICT to be inconsistent with its goals to provide an event that is appropriate for families, including persons less than 18 years of age.

(j) No secondhand or used merchandise is allowed to be sold, given away or offered for sale at the Market. Only the following new goods or services may be sold, given away, or offered for sale at the Market:

1. Agricultural or farm-raised products, including fruits, nuts, vegetables, honey, eggs, or other agricultural products, sold directly by the grower, except that marijuana or tobacco, or any product using marijuana or tobacco derivatives are not permitted.

2. Non-alcoholic beverages sold directly by the maker.

3. Prepared food, including baked goods, dried meats, and/or any other food item, sold directly by the maker, except no product using marijuana or marijuana

derivatives, tobacco, or alcohol is permitted.

4. Fresh-cut flowers and/or live plants, not including marijuana or tobacco.

5. Visual arts and homemade crafts, including paintings, sculptures, pottery, glasswork, quilts, jewelry, garden decorations, steel or iron home décor, furniture, woodworking items or other similar goods sold directly by the artist, but excluding any kind of smoking paraphernalia.

6. Any good or service not specifically listed above shall be submitted to the DISTRICT for approval a minimum of fourteen (14) calendar days prior to the date of operation of the Market.

(k) Any adult resident of the DISTRICT of Rossmore may request to become a vendor at the Market, provided that the resident complies with all requirements for vendors, provides insurance, if required by the DISTRICT, and complies with all Market regulations and the restrictions herein. CONTRACTOR may approve or deny requests, based upon availability of space, appropriateness of content, or other criteria applied to all.

2. Term.

2.1 Term. The term of this Agreement commences on May 10, 2022 and expires at 11:59 p.m. on May 9, 2023, unless sooner terminated or extended in accordance with the terms herein.

2.2 Extension. The parties may extend this agreement for an additional period, as agreed upon in writing.

3. Termination.

3.1 DISTRICT's Right to Terminate for Convenience. DISTRICT may at any time terminate this Agreement for any reason or no reason by providing CONTRACTOR at least thirty (30) days advance written notice.

3.2 For Breach. CONTRACTOR may terminate this Agreement if the DISTRICT (a) materially breaches any of its covenants, representations or warranties set forth in this Agreement, and (b) fails to cure such breach within thirty (30) days following service of written notice stating the nature of the breach, the intent to terminate, and demanding cure of the default.

4. Insurance and Indemnity.

4.1 Insurance.

4.1.1 Minimum Requirements. CONTRACTOR shall, at its expense,

procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation;* and (3) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance:* A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the CONTRACTOR and the DISTRICT against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the CONTRACTOR in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability:* a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by CONTRACTOR. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

4.1.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the DISTRICT, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the DISTRICT, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the DISTRICT. In the event any said policies or insurance are canceled, the CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or services under this Agreement shall commence until the CONTRACTOR has provided the DISTRICT with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the DISTRICT. CONTRACTOR agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for the payment of damages to any persons

or property resulting from the CONTRACTOR's activities or the activities of any person or persons for which the CONTRACTOR is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the DISTRICT due to unique circumstances.

4.2 Indemnification. To the maximum extent permitted by law, CONTRACTOR agrees to defend, with counsel acceptable to DISTRICT, indemnify, and hold free and harmless DISTRICT, its elected officials, officers, agents and employees, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against DISTRICT, its elected officials, officers, agents and employees arising out of (i) the performance of CONTRACTOR, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement; (ii) the use, occupancy, management or control of the Event Area by CONTRACTOR or CONTRACTOR's employees, agents, subcontractors or vendors; (iii) the operation of the Market; and/or (iv) CONTRACTOR's breach of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against DISTRICT, its elected officials, officers, agents and employees based upon the work performed by CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, the use, occupancy, management or control of the Event Area by CONTRACTOR or its employees, agents, subcontractors or vendors, the operation of the Market, and/or CONTRACTOR's breach of this Agreement, whether or not CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONTRACTOR shall not be liable for the defense or indemnification of DISTRICT for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of DISTRICT. This provision shall supersede and replace all other indemnity provisions contained either in the DISTRICT's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

5. Waiver of Claims. CONTRACTOR expressly waives all rights, if any, to assert any claims against the DISTRICT and/or its officers, elected officials, agents, volunteers and employees for any property damage or loss to CONTRACTOR and/or its agents, representatives or employees, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from the gross negligence or willful misconduct of, or breach of this Agreement by, DISTRICT. DISTRICT shall have no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by CONTRACTOR (or its employees, agents, representatives and guests) at the Market. CONTRACTOR accepts all responsibility for any injury or public liability incurred as a

result of its use of the Event Area unless and to the extent that any such claim is the due to the gross negligence or willful misconduct of, or breach of this Agreement by, the DISTRICT or its agents. CONTRACTOR has inspected or been provided the opportunity to inspect the Event Area before each authorized use/event and CONTRACTOR accepts the Event Area "as is" and without any representation or warranty, express or implied, of merchantability or fitness for a particular purpose.

6. **Interest Granted.** CONTRACTOR understands and agrees that this Agreement shall not be construed to convey any interest whatsoever in or to real property including, but not limited to, the Event Area, except a limited license as specifically described herein. CONTRACTOR shall have no right to sublicense any interest herein (other than to allow Market vendors to participate in the Market activities).

7. **Assignment and Subcontracting.** CONTRACTOR shall not assign any interest or subcontract any obligation herein, without DISTRICT's prior, written consent.

8. **Independent Contractor.** The relationship of the CONTRACTOR to the DISTRICT created by this Agreement is that of an independent contractor and neither CONTRACTOR nor its employees shall be considered to be employees or agents of DISTRICT nor shall anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between DISTRICT and CONTRACTOR. Subject to the provisions of this Agreement and Applicable Law, CONTRACTOR shall have sole control, supervision, direction and responsibility over the vendors at the Market, its employees and the manner and means of operating the Market.

9. **Miscellaneous.**

9.1 **Notices.** All notices, demands, statements or communications given or required to be given by either party to the other under this Agreement shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, by Federal Express or other established overnight courier, or delivered personally, to the address set forth herein or to such other place as either party may from time to time designate in a notice to the other party. When addressed in accordance with this Section, and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery. Any notice sent to CONTRACTOR or DISTRICT shall be sent to the following addresses:

TO DISTRICT: Rossmoor Community Services District
 3001 Blume Drive
 Rossmoor, CA 90720
 Attn: Joe Mendoza

TO CONTRACTOR: Enriched Farms / Avanti Harvest
4273 Crabapple Court
Moorpark, CA 93021
Attn: Jason Davis

Either party may, by giving written notice in accordance with this Section, change the names or addresses of the persons or department designated to receive the future notices.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment set forth in Section 7, above.

9.3 Applicable Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Any litigation concerning this Agreement shall take place in Orange County, California.

9.4 Entire Agreement. This Agreement and the exhibits hereto constitute the full understanding between DISTRICT and CONTRACTOR. It is understood and acknowledged that there are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, whether written or oral, between the parties.

9.5 Invalidity; Severability. If any term, covenant or condition contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect any other term, covenant or condition herein contained. Any amendments or modifications of this Agreement must be in writing and signed by both parties hereto.

9.6 Waiver. No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party of any breach of any provision herein contained shall not be deemed to be a waiver of a subsequent breach of such provision or any other term, covenant or condition herein contained.

9.7 Attorneys' Fees. If at any time after the date that this Agreement has been executed by DISTRICT and CONTRACTOR, either party institutes any action or proceeding against the other party relating to the provisions of this Agreement or any default hereunder, the non-prevailing party shall reimburse the prevailing party for reasonable attorney's fees, costs or disbursements actually incurred by the prevailing party in connection with such action or proceeding (including, without limitation, the reasonable expenses for attorney's fees and all costs and disbursements and any fees, costs or disbursements incurred on appeal from such action or proceeding).

9.8 Power and Authority. Each of the persons executing this Agreement on behalf of CONTRACTOR and DISTRICT respectively warrants and represents to the other that they have full power and authority to execute this Agreement and bind their respective parties hereto.

9.9 No Third Party Beneficiaries Intended. Unless otherwise expressly provided for herein, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

9.10 Counterparts. This Agreement may be executed in counterparts, including by PDF format exchanged by email, with the same effect as if all parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____ Date: _____
Joe Mendoza
General Manager

ENRICHED FARMS & AVANTI HARVEST INC.

By: _____ Date: _____
Jason Davis
President

APPROVED AS TO FORM FOR DISTRICT

By: _____ Date: _____
Tarquin Preziosi
General Counsel

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR SUMMER AND WINTER FESTIVALS.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee (Directors Maynard and DeMarco) met on February 29, 2024 and is recommending that the Board of Directors authorize the General Manager, in consultation with General Counsel, to sign the agreement in substantial form as attached hereto for Event Operation for the 2024 Rossmoor Summer and Winter Festival by and between Rossmoor Community Services District and Elite Special Events for the following events:

June 3, 2024 – Summer Family Festival – Rush Park
July 8, 2024 – Summer Family Festival – Rush Park
August 12, 2024 – Summer Family Festival – Rush Park
September 9, 2024 – Summer Family Festival - Rush Park
December 14, 2024 – Winter Festival - Rush Park

BACKGROUND

Rossmoor Community Services District (RCSD) contracted with Elite Special Events for the 2022 and 2023 Summer and Winter Festivals. The partnership has been a great success and brings together the entire community for food, fun, and entertainment.

ATTACHMENTS

1. Elite Special Events Draft Contract – 2024 Summer Festivals
2. Elite Special Events Draft Contract – 2024 Winter Festival

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ELITE SPECIAL EVENTS, INC.
SUMMER FESTIVALS 2024**

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 12th day of March, 2024 (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to organize and promote four food truck festivals that will take place at Rush Park, located at 3021 Blume Dr., Los Alamitos, CA 90720, on June 8, July 13, August 10, and September 14, 2024 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibits “A”, “B” and “C” attached hereto and incorporated herein. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and any exhibit hereto the provisions of this Agreement shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on September 15, 2024, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance. Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain 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.

(B) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(C) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(D) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(E) Liquor liability insurance. Contractor shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.2.5.2 Insurance Provisions.

(A) Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by District's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District for the contract period and any additional length of time required thereafter. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection

with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(E) Acceptable insurers. 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 Risk Manager.

(F) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

(G) Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(H) Requirements not limiting. 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 the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the District immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

(J) Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(K) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its Contractors, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the District, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements under this agreement. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor under this agreement given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A."

3.3.2 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor based. Contractor may only terminate this Agreement for cause, by providing at least thirty (30) days written notice to District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: Elite Special Events
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
Attn: Ted Holcomb

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its

subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

By: _____
Joe Mendoza
General Manager

Date: _____

ELITE SPECIAL EVENTS, INC.

By: _____
Ted Holcomb
President

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

Exhibit "A"

SCOPE OF SERVICES



Elite Special Events, Inc

11278 Los Alamitos Blvd #101

Los Alamitos, Ca 90720

(562) 799-7737

1. Duration – The PROMOTER will organize four food truck festivals that will take place at Rush Park once per month during the summer on the following dates: June 8, July 13, August 10, and September 14, 2024 (the "Events"). The hours of the Events will be from 2-8pm.

2. Exclusivity – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote these Events at this venue during those times and dates listed above and will have exclusivity on renting space, getting sponsors and promoting the Events. DISTRICT retains the right to also promote the Events and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Events by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.

3. Promoter's Duties – The PROMOTER shall be responsible for all duties pertaining to the shows at the Events which includes renting space to Food Trucks, a tap truck, vendors and sponsors, organizing the carnival area and selling tickets, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, toilets, sinks, power, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment for 2-8pm.

3.5. Provision of Alcohol – PROMOTER may provide one Tap Truck to serve alcohol at each Event, as provided in Exhibit B, within the beer garden area ("Beer Garden") depicted in Exhibit C. PROMOTER shall first obtain, and thereafter maintain for the duration of the Events, each and every state, county and/or local permit and/or license required to serve alcohol at the Events, including, but not limited to those required by the California Department of Alcoholic Beverage Control ("ABC") and the County of Orange. The Beer Garden shall be gated, secured and monitored by PROMOTER at all times to prevent access by persons under 21 and intoxicated individuals. No alcoholic beverages shall be allowed to be taken outside of the Beer Garden. PROMOTER shall provide at least one security guard currently licensed by the California Bureau of Security and Investigative Services ("Security Guard") to monitor and control access to the Beer Garden, check identification, provide crowd control and otherwise ensure that the forgoing requirements are complied with, for the duration of each Event.

4. District's Duties – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County

Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage that would play from 6:30-8:00pm.

6. Compensation – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors and sponsors, and selling tickets. PROMOTER shall be responsible for paying for all of the expenses of the shows. PROMOTER will pay to DISTRICT 5% of PROMOTER'S profits from each Event if DISTRICT does not obtain enough sponsors to cover cost of each the headline bands for that Event. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events. PROMOTER may retain all profits from the Tap Truck to off-set costs of set-up.

Exhibit "B"
Tap Truck Proposal

Tap Truck Proposal

Ted Holcomb- Elite Special Events



\$4,000 -\$6,000

15% Sales Split

\$6,500- \$8,000

18% Sales Split

\$9,000 - \$10,000+

20% Sales Split

MENU

Mexican Lager

Hazy IPA

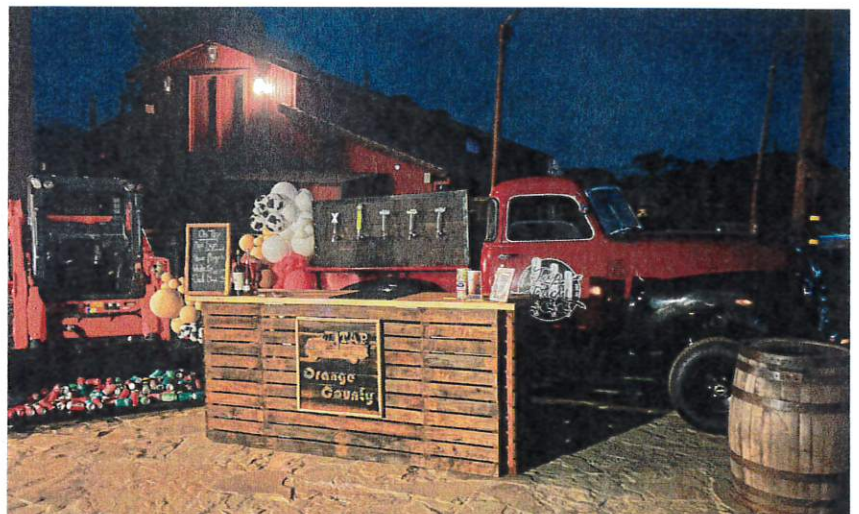
Amber Lager

Craft Seltzer

Wine Options

Pomegranate Margarita

With a different collection of beers/ drinks at each event!



ABC Information

Event Name/ Title: Family Foodie Fest

Event Host Name: Ted Holcomb

Event Date: June 8, 2024 | July 13, 2024 | August 10, 2024
September 14, 2024

Day of Event Contact: Ted Holcomb

Day of Event Contact Phone: 310-560-9122

Place of Business: 11278 Los Alamitos Blvd, Los Alamitos,
CA 90720

Event Address: 3021 Blume Dr. Rossmoor, CA 90720

Map: Event Space (see attached)

Estimated Attendance (Beer Garden): 900

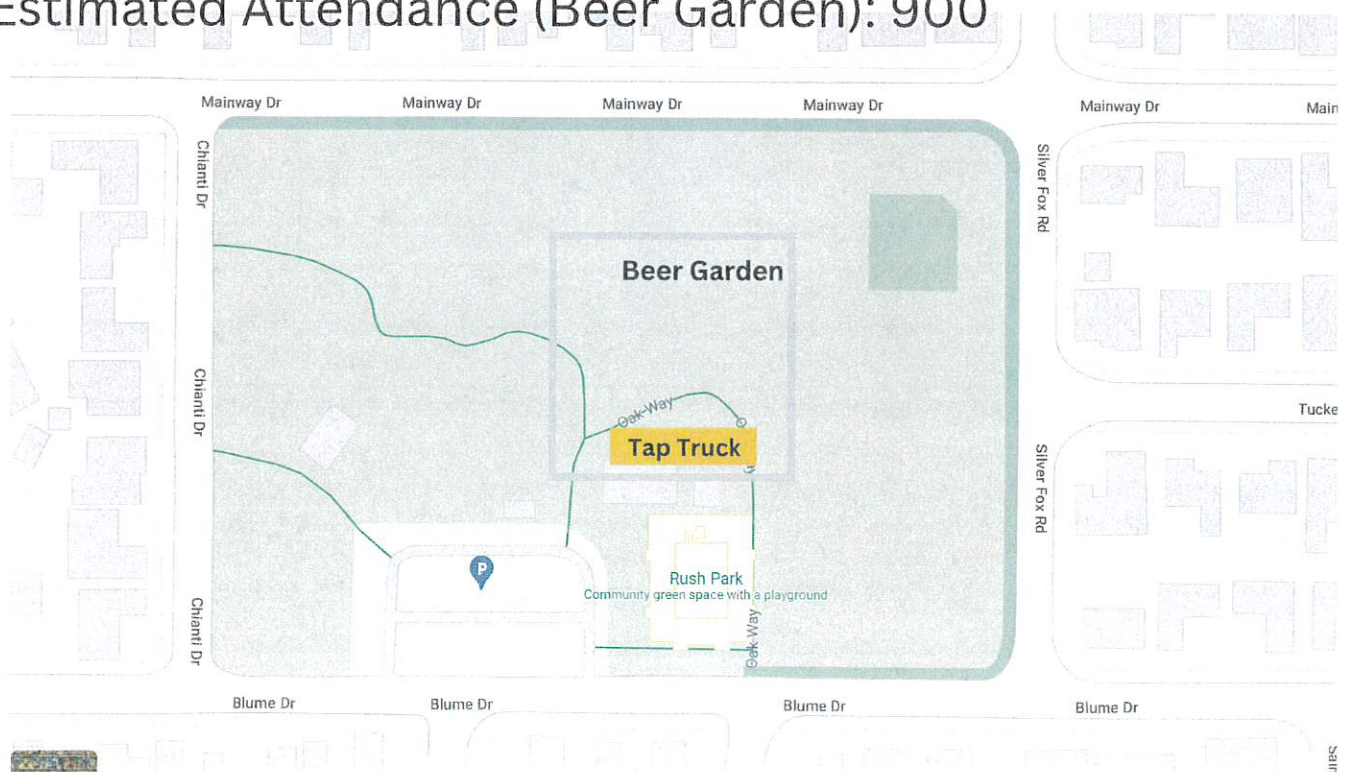


Exhibit "C"
Site Plan

Rush Park 3021 Blume Dr, Rossmoor



**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ELITE SPECIAL EVENTS, INC.
WINTER 2024 FESTIVAL**

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 12 day of March, 2024 (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to organize and promote one food truck Winter festival that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on December 14, 2024 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibits “A”, “B” and “C” attached hereto and incorporated herein. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and any exhibit hereto the provisions of this Agreement shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on December 15, 2024, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance. Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain 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.

(B) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(C) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(D) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

(E) Liquor liability insurance. Contractor shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.2.5.2 Insurance Provisions.

(A) Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to District as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by District's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District for the contract period and any additional length of time required thereafter. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection

with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(E) Acceptable insurers. 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 Risk Manager.

(F) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

(G) Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(H) Requirements not limiting. 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 the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying the District immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

(J) Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(K) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its Contractors, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the District, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements under this agreement. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor under this agreement given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A."

3.3.2 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor based. Contractor may only terminate this Agreement for cause, by providing at least thirty (30) days written notice to District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: Elite Special Events
11278 Los Alamitos Blvd #101
Los Alamitos, Ca 90720
Attn: Ted Holcomb

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its

subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

SIGNATURE PAGE FOLLOWS.

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

By: _____
Joe Mendoza
General Manager

Date: _____

ELITE SPECIAL EVENTS, INC.

By: _____
Ted Holcomb
President

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

Exhibit "A"

SCOPE OF SERVICES



Elite Special Events, Inc

11278 Los Alamitos Blvd #101

Los Alamitos, Ca 90720

(562) 799-7737

1. Duration – The PROMOTER will organize one food truck festival that will take place at Rush Park once per month during the winter on the following date:
December 14 (the "Event"). The hours of the Event will be from 4-9pm.

2. Exclusivity – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote these Events at this venue during those times and dates listed above and will have exclusivity on renting space, getting sponsors and promoting the Events. DISTRICT retains the right to also promote the Events and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Events by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.

3. Promoter's Duties – The PROMOTER shall be responsible for all duties pertaining to the shows at the Events which includes renting space to Food Trucks, a tap truck, vendors and sponsors, organizing the carnival area and selling tickets, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, toilets, sinks, power, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment for 2-8pm.

3.5. Provision of Alcohol – PROMOTER may provide one Tap Truck to serve alcohol at each Event, as provided in Exhibit B, within the beer garden area ("Beer Garden") depicted in Exhibit C. PROMOTER shall first obtain, and thereafter maintain for the duration of the Events, each and every state, county and/or local permit and/or license required to serve alcohol at the Events, including, but not limited to those required by the California Department of Alcoholic Beverage Control ("ABC") and the County of Orange. The Beer Garden shall be gated, secured and monitored by PROMOTER at all times to prevent access by persons under 21 and intoxicated individuals. No alcoholic beverages shall be allowed to be taken outside of the Beer Garden. PROMOTER shall provide at least one security guard currently licensed by the California Bureau of Security and Investigative Services ("Security Guard") to monitor and control access to the Beer Garden, check identification, provide crowd control and otherwise ensure that the forgoing requirements are complied with, for the duration of each Event.

4. District's Duties – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County

Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage that would play from 6:30-8:00pm.

6. Compensation – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors and sponsors, and selling tickets. PROMOTER shall be responsible for paying for all of the expenses of the shows. PROMOTER will pay to DISTRICT 5% of PROMOTER'S profits from each Event if DISTRICT does not obtain enough sponsors to cover cost of each the headline bands for that Event. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events. PROMOTER may retain all profits from the Tap Truck to off-set costs of set-up.

Exhibit "B"
Tap Truck Proposal



Tap Truck Proposal

Ted Holcomb- Elite Special Events



MENU

Mexican Lager
Hazy IPA
Amber Lager
Craft Seltzer
Wine Options
Pomegranate Margarita

With a different collection of beers/ drinks at each event!



ABC Information

Event Name/ Title: RCSD Winter Festival

Event Host Name: Ted Holcomb

Event Date: Saturday, December 14, 2024

Day of Event Contact: Ted Holcomb

Day of Event Contact Phone: 310-560-9122

Place of Business: 11278 Los Alamitos Blvd, Los Alamitos,
CA 90720

Event Address: 3021 Blume Dr. Rossmoor, CA 90720

Map: Event Space (see attached)

Estimated Attendance (Beer Garden): 900

Exhibit "C"
Site Plan

Rossmoor Winter Fest Layout Dec. 14, 2024 (4-9pm)



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-3

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH BREA *IT*.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee (Directors Maynard and DeMarco) met on February 29, 2024 and is recommending that the Board of Directors authorize the General Manager, in consultation with General Counsel, to sign the agreement in substantial form as attached hereto with Brea*IT* Solutions (Brea*IT*) to maintain the District's computer system and equipment.

The City of Brea*IT* is requesting a new three-year contract which includes amended compensations to account for a 5% increase in fees, totaling \$2,000.25 monthly/\$24,003 annually, to become effective July 1, 2024. The attached contract has been reviewed and approved by RCSD's counsel. Staff has surveyed other agencies of and special districts of similar size and has determined that Brea's rate is reasonable.

Fee Survey - City IT Services

City of Artesia	\$2,814.00	Monthly
Temple City	\$2,814.00	Monthly
City of Walnut	\$2,761.00	Monthly
Villa Park	\$2,673.00	Monthly
LAFCO	\$2,000.00	Monthly
La Palma	\$8,333.33	Monthly
Rossmoor	\$1,905.00	Monthly (Current)
	\$2,000.25	Monthly (Proposed)

BACKGROUND

Under the current terms of our IT service agreement, Brea/T Solutions (Brea/T) provides Rossmoor Community Services District (RCSD) with remote support at a flat monthly rate fee of \$1,905, (\$22,860 annually), which includes unlimited remote support plus (5) hours of dedicated on-site support per month as needed (during normal Brea work hours). Additional onsite hours, if needed, are provided at an hourly rate of \$120.50. Unscheduled after hours and emergency support are provided at the emergency call out rate of \$130.50.

Brea/T is a full-service organization with a staff of 24 individuals whose breadth and depth of experience provides a valuable resource for whatever needs should arise. Moreover, their response rate for emergency service is superior.

Brea/T has provided outstanding service and availability to RCSD. Brea/T staff are well versed in City, County and Special District technology instruction. Brea/T has also maintained our cyber security platform as well as troubleshooting and maintenance on day-to-day operations.

ATTACHMENTS

1. Extension Letter of Request
2. Draft Three-Year Contract Service Agreement for Information Technology Support

February 16, 2024

Joe Mendoza,
General Manager
Rossmoor Community Services District
3021 Blume Drive
Rossmoor, CA 90720

Dear Mr. Mendoza:

Thank you for remaining a valued BreaIT customer for the past Fourteen years. We appreciate your business and look forward continuing our role as your IT support service provider.

The purpose of this letter is to inform you that our rates for the coming fiscal year will be increasing. Effective July 1, the monthly rate for BreaIT support will increase by 5% from \$1,905 to \$2,000.25. Your monthly service will continue to include 5 hours of onsite support per month. The rate for monthly onsite hours beyond the allotted amount will also be increasing to \$126.50 per hour and the emergency/after-hour support rate will increase to \$136.50 per hour.

Our goal in communicating this information to you early is to allow adequate time for you to plan and make the necessary budgetary adjustments to account for this increase. As always, BreaIT remains committed to meeting the technology needs of our customers while providing exceptional customer service.

If you have any questions or need additional information, please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net.

Sincerely,



Randy Hornsby
IT Manager

**INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT
2024-2027**

This agreement for information technology support services ("Agreement") is made and entered into this 13th day of May, 2024 by and between the City of Brea, a Municipal Corporation (hereinafter sometimes referred to as "BreaIT" or "Contractor") and Rossmoor Community Services District, a Community Services District, (hereinafter sometimes referred to as "RCSD.").

Recitals

(i) The City of Brea has heretofore established an Information Technology (IT) Division for the purpose of providing IT services, which include support of personal computers (PC), LAN, hardware, software, and general integration ("IT Services"). This Division shall be hereinafter referred to as BreaIT.

(ii) BreaIT has heretofore obtained all the necessary technical staff and equipment, and is experienced in the provision of IT Services.

(iii) On or about May 13, 2014 RCSD and BreaIT entered into that certain Agreement for Information Technology Support Services Contract Service Agreement for Information Technology Support for a term of three years (the "Original Agreement").

(iv) On or about May 13, 2017 the parties entered into that certain Amendment to the Original Agreement for an additional term of three years.

(v) On or about on or about May 12, 2020, and each year thereafter, the parties did timely enter into the Second through Fifth Amendments to the Original Agreement each for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein.

(vi) RCSD desires to utilize BreaIT as an independent contractor under the management and control of Brea's IT Manager, and subject to the terms and conditions set forth in this Agreement for the purpose of providing IT Services to upgrade and maintain RCSD's IT system.

A. Agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between BreaIT and RCSD that as consideration for the following promises, the parties agree as follows:

1. Term. The term of this Agreement shall be three (3) years ending on May 14, 2027 unless extended or earlier terminated, as provided herein. In the event written notice of ninety (90) days is not given by either party, and provided the parties have met and agreed upon terms and compensation rates for extension thereafter, this Agreement shall continue for one-year periods based upon any new terms or fees agreed upon.

2. Compensation. As consideration for the use of Contractor's services, Rossmoor Community Service District shall pay to Contractor a base fee of \$1905.00 per

month ("base monthly fee") which shall be payable upon receipt of invoice for said services from Contractor. Effective July 1, 2024, the base monthly fee shall increase by 5% to \$2000.50 per month. Effective July 1, 2025 and July 1, 2026 the base monthly fee and the hourly rates specified in sub-section d), below shall each be increased based on the current Consumer Price Index (CPI). In exchange for the base monthly fee, Contractor will provide Client unlimited remote desktop and network support and, not to exceed five (5) hours per month (as needed) onsite support for the following identified services:

- a) Desktop Support includes setup, maintenance and troubleshooting of all computers. Network Support consists of servers and network infrastructure hardware setup, maintenance and troubleshooting, including coordination with third-party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- b) Specialist work for computer issues include hardware and standard software support, as well as simple and routine network maintenance and trouble-shooting. Specialist work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereof by reference. Account Manager work is a component of administrating the agreement and scheduling Specialists work. Account Manager work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereto by reference.
- c) Telephone support via Contractor's telephone hotline (714-990-7777) is available to Client as a condition of this Agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 a.m. to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays).
- d) Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of \$120.50 per hour. This includes any work that isn't part of normal support and/or maintenance. Such work would be designated as a "Project" and billed at the current hourly rate. This includes ALL of the time associate with the Project, whether it is done on or off-site. BreaIT will provide an estimate of the Project hours and cost prior to starting the Project, if requested by the Client. Emergency call-Out, holidays and off-hours support will be billed at \$130.50 per hour with a two hour minimum. Effective July 1, 2024, these rates shall increase to \$126.50 and 136.50 per hour respectively. Hourly rates are subject to modification annually as may be agreed between the Parties in writing.
- e) Client agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. Client agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date.

3. Contracted Hours. Contractor will provide Client unlimited remote desktop and network support and not to exceed five (5) hours per month (as needed) onsite support for the services identified in paragraph 2., a) through c), above.

4. Independent Contractor. BreaIT is an independent contractor and not an employee of RCSD. Neither RCSD nor any of its employees shall have any control over the conduct of BreaIT or any of their employees, except as herein set forth. BreaIT expressly warrants not to, at any time or in any manner, represent that they or any of their officers, employees or agents, are in any manner officers, employees, or agents of RCSD. It is expressly understood that said BreaIT is and shall at all times remain as to RCSD wholly an independent contractor, and that BreaIT's obligations to RCSD are solely such as are prescribed by this agreement.

5. Indemnity.

- a) All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by BreaIT in the performance of this Agreement shall be deemed officers, agents and employees and subcontractors of BreaIT, and RCSD shall not be liable or responsible to them for anything whatsoever.
- b) BreaIT agrees to defend and hold harmless RCSD and all of its officers and employees from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of BreaIT or any of its agents, officers and employees and subcontractors in the performance of this Agreement.
- c) BreaIT shall not be deemed to assume any liability for wrongful or negligent acts of RCSD or its officers, agents, employees and subcontractors, and RCSD shall defend and hold BreaIT harmless against any such claims.
- d) BreaIT agrees to defend and hold harmless RCSD from all claims, demands, liability fines and penalties made by BreaIT's employees from health, retirement, Workers Compensation, or any other benefits attributable to services performed pursuant to this Agreement.
- e) RCSD agrees to indemnify and hold harmless BreaIT, the City of Brea, its elected officials, officers, agents, employees and volunteers, as to any and all claims, liability or loss, damage or injury to persons or property, which arise from RCSD's performance of this Agreement.

6. Familiarity with Work. By execution of this agreement, BreaIT warrants that:

- a) It has thoroughly investigated and considered the work to be performed.
- b) It has expertise in the area of information technology.
- c) It has carefully considered how the work should be performed.
- d) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

7. Exclusions. BreaIT shall not be responsible for providing support for any software that has been obtained illegally, is unlicensed or for which RCSD does not have proper certifications to run on RCSD's IT system.

8. Obligations of RCSD. RCSD shall be responsible for providing the following:

- a) RCSD will provide a networked PC on their site on which BreaIT staff can maintain utilities and gain access via modem to necessary support forums. RCSD will maintain not less than one set of original media and manuals on site for all software supported by BreaIT.
- b) RCSD acknowledges that the use of the PCs, operating systems and software programs are and shall be subject to the RCSDs exclusive management and control and RCSD shall at all times be solely responsible for assuring their proper use RCSD's officers, officials, employees, agents, consultants, guests or any other third parties.

9. Coordination of Work.

- a) Selection of Representatives. The following person is hereby designated as the principal and representative of BreaIT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith: Name: Randy Hornsby, Title: IT Account Manager.
- b) Contract Representative. The Contract Representative shall be James Ruth, or such other person as designated. It shall be BreaIT's responsibility to assure that the Contract Representative is kept informed of the progress of the performance of the services, and BreaIT shall refer any decision that must be made by RCSD to the Contract Representative. Unless otherwise specified herein, any approval of RCSD required hereunder shall mean the approval of the Contract Representative.

10. Insurance. BreaIT shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by BreaIT, its agents, representatives, or employees. All such insurances shall serve as primary to any insurance coverage carried by RCSD.

a) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage
- ii. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- iii. Workers' Compensation insurance as required by the State of California and employer's liability insurance.

b) Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- i. General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage.
- ii. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
- iii. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease,

c) Other Requirements

- i. BreaIT shall provide, at RCSD's request, an endorsement establishing that RCSD has been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the RCSD.

11. Governing Law. This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the Laws of the State of California.

12. Notices. Any notices required or permitted to be given by the terms of this Agreement, or by any law or statute, may be given by a party by depositing said notice in the U.S. mail, postage prepaid, addressed to the other party at the address of the party's respective City Hall. Service of said notice shall be deemed complete five (5) days after deposit of said notice in the mail.

13. Entire Agreement. This agreement shall constitute the entire agreement between BreaIT and RCSD with respect to matters herein, and the same shall be deemed to supersede any and all other oral or written representations or agreements which may have been made by or entered into between BreaIT and RCSD.

14. Modifications and Agreements. No modification or amendment to this agreement shall be deemed effective unless the same is in writing and executed by BreaIT and RCSD subject to all requirements of law.

15. Execution of Agreement. This agreement may be executed in two (2) counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall constitute one and the same agreement of BreaIT and RCSD.

16. Prohibition Against Transfer or Assignment. RCSD shall not assign or attempt to transfer any rights which it might have which arise from this agreement, without the prior written consent of BreaIT, any action in furtherance of any transfer or assignment.

17. Termination. This Agreement may be terminated with or without cause by either party at any time by providing the other party with ninety (90) days written notice of termination. In the event of such termination, BreaIT shall be compensated for services rendered as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

CITY OF BREA

William Gallardo, City Manager

Date: _____

ROSSMOOR COMMUNITY SERVICES DISTRICT

Joe Mendoza
General Manager
Rossmoor Community Services
District

Date: _____

APPROVED AS TO FORM FOR RCSD

Tarquin Preziosi
General Counsel

Date: _____

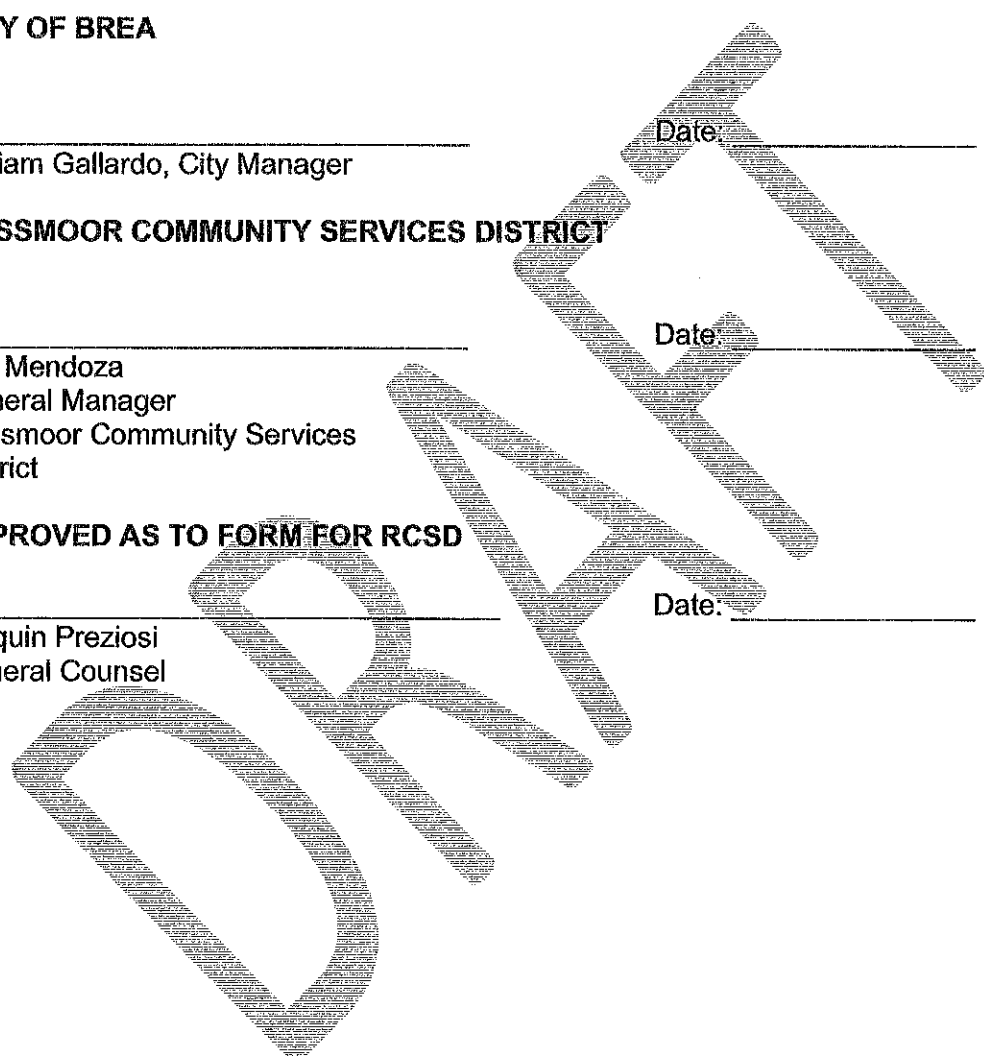


Exhibit A

Job Description of Technician

Communicate, in an effective way, with non-technical users to resolve their computer problems. Ability to coordinate the resolution of computer systems problems in a multi-vendor situation. Work "off-hours" to implement systems upgrades and maintenance.

Diagnose and resolve PC hardware problems e.g. diagnose and replace a malfunctioning hard drive or any other major component of the PC.

Install, configure printers on PC's and in a simple LAN environment.

Diagnose and resolve basic LAN infrastructure problems e.g. bad network cards, HUB port problems, patch cords.

Diagnose and resolve Windows workstation operating system problems.

Assist end-users with their questions or problems with Microsoft Word, Excel, PowerPoint, Internet Explorer and Outlook.

Perform research and analysis to resolve technical problems with the above named software and hardware systems.

Add users to a Microsoft network operating system and change user's passwords when necessary.

Perform systems backups and maintain backup tape rotations.

Diagnose and resolve advanced LAN problems that may involve network switches, firewalls, routers, DNS servers, DHCP, WINS and TCP/IP.

Perform advanced procedures with the Microsoft network operating system e.g. install and configure PDC/SDC's.

Monitor and tune performance of servers and networking systems.

Test new equipment and software programs to determine compatibility with current equipment and standards. Detect errors and suggest possible improvements and alternatives.

Analyze current computing environment and recommend more efficient processes.

Assist end-users in identifying and evaluating their technology needs, and developing and implementing workable solutions.

Establish, coordinate and implement long-range information systems planning.

Monitor and analyze the efficiency and effectiveness of information systems and recommend changes that will make them better.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-4

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT RENEWAL WITH WEST COAST ARBORISTS (WCA)

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee (Directors Maynard and DeMarco) met on February 29, 2024 and is recommending that the Board of Directors authorize the General Manager, in consultation with General Counsel, to sign a new three-year contract in substantial form as attached hereto with West Coast Arborist (WCA), effective July 1, 2024 through June 30, 2027, that would include the 3.00% maximum CPI outlined in the request for contract renewal.

FISCAL IMPACT

The current FY 2023-2024 budget for DEPARTMENT 5080 PARKWAY TREES is \$187,430 for contract services. It is proposed that the 3.00% maximum CPI be budgeted for FY 2024-2025 should the three-year contract with WCA be approved by the Board of Directors. This would result in an increase of \$5,623 for a total of \$193,053 that will be used in the FY 2024-2025 budget calculations.

RCSD staff has carefully reviewed recently awarded contracts from cities of similar size for price and work comparison and it was determined that the best option would be to 'piggy-back' on the pricing and contract for the City of Los Alamitos. Cooperative Purchasing, based on a recent competitive procurement process by another local city, is also known as 'piggy-backing' and is allowed by the California Public Contract Code.

BACKGROUND

For the past 20 years, West Coast Arborists, Inc. (WCA) has proven to be a reliable contractor, providing RCSD with outstanding customer service and special attention. Pruning, planting, and tree removal work is properly performed following guidelines set forth from the International Society of Arboriculture (ISA) and standards set forth by the American National Standards Institute (ANSI). The online inventory system and application provided by WCA has proved to be an invaluable tool for maintaining the urban forest of Rossmoor. The existing Agreement with WCA is scheduled to expire on June 30, 2024.

In 2021 when Amendment No. 1 to original Agreement was approved, the District had opened the bid process to Bright View Tree Care Services, Inc. That company declined to participate in the bidding. The contract specified that any cost adjustment would be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023; and that any cost adjustment shall not exceed 3.00%. Tree services include yearly grid trimming, supplemental trimming as needed, tree planting, tree health care as needed and emergency services and/or removals for trees in Rossmoor parks.

ATTACHMENTS

1. April 22, 2021 letter from West Coast Arborists, Inc. re: Tree Maintenance Services Agreement
2. January 31, 2024 letter from West Coast Arborists, Inc. re: Cost Adjustment of 3.00%
3. WCA Schedule of Compensation for Year 2024-2025
4. Draft Agreement between Rossmoor Community Services District and West Coast Arborists, Inc.



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

April 22, 2021

Rossmoor Community Services District
ATTN: Mary Kingman, District Arborist
 3001 Blume Drive
 Rossmoor, CA 90720

RE: Tree Maintenance Services Agreement

Dear Ms. Kingman,

Over the past several years, West Coast Arborists, Inc. (WCA) and Rossmoor CSD have forged a very productive and cohesive working relationship. Today our common goal remains the same; to preserve the integrity and health of the District's urban forest.

As we near the end of our current contract term on June 30, 2021, we would like to propose a new tree maintenance services contract under a "piggyback" approach on the City of Los Alamitos' current contract. The City of Los Alamitos entered into an agreement with our firm on June 15, 2020.

The rates found under Los Alamitos' contract are competitive among the industry, particularly with grid tree pruning, tree removal, and tree planting. We agree to offer the same unit prices, terms and conditions as Los Alamitos' current contract.

For the new contract we can agree to hold the rates the same for a term of two (2) years ending on June 30, 2023, with the option to extend by mutual written agreement of the District and WCA for a maximum of three (3) one-year contract extensions. Any cost adjustment will be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023. Any cost adjustment shall not exceed 3.0%.

Attached to this letter are copies of Los Alamitos' RFP, Council Agenda Report and Price Schedule. Please note that Los Alamitos' Agreement contains a Cooperative Purchasing Provision that allows other agencies to piggyback.

We look forward to continuing the strong relationship built between us, and to maintaining quality urban tree care service. Should you have any questions or require additional information, please contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
 Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

January 31, 2024

ROSSMOOR COMMUNITY DIST
ATTN: MARY KINGMAN
3001 BLUME DRIVE
ROSSMOOR, CA 90720

RE: Tree Maintenance Services performed by WCA, Inc.

Dear Ms. Kingman,

We at West Coast Arborists, Inc. are committed to offering you the quality, integrity, and customer service you expect and deserve from a tree care provider. We would like to take this opportunity to express our gratitude to you and your staff for your commitment to a thriving urban forest. We are approaching the end of the third year of the current agreement and have greatly appreciated your support and business relationship.

At this time, we would like to express our interest to continue our agreement for tree care services for an additional three (3) year term and with an annual cost adjustment of 3.0% to help offset our operating cost increases, particularly in labor, fuel, recycling, and insurance premiums.

Effective Date:	July 01, 2024
Cost Adjustment Request:	3.00% annually
Region Area:	Los Angeles-Long Beach-Anaheim

We greatly appreciate your consideration in this matter through this time of growth and change. It is our goal to continue as your urban forest management and maintenance service provider. Should you have any questions or require additional information, please do not hesitate to email me at vgonzalez@wcainc.com or call me at **(800) 521-3714**.

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton • Anaheim, California 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

**Rossmoor Community District
Proposed Rate Schedule 2024-25 through 2026-27**

Tree Maintenance Services provided by West Coast Arborists, Inc.

Item	Description	Unit	FY24-25	FY25-26	FY26-27
			Proposed Rates	Proposed Rates	Proposed Rates
1	Grid Prune	Each	\$ 89.00	\$ 91.65	\$ 94.40
2	Service Request Prune 0-6 DSH	Each	\$ 46.65	\$ 48.00	\$ 49.40
3	Service Request Prune 7-30 DSH	Each	\$ 89.00	\$ 91.65	\$ 94.40
4	Service Request Prune 31+ DSH	Each	\$ 158.00	\$ 162.75	\$ 167.65
5	Palm Prune	Each	\$ 89.00	\$ 91.65	\$ 94.40
6	Palm Skinning	Each	\$ 21.00	\$ 21.65	\$ 22.30
7	Clearance Prune	Each	\$ 46.65	\$ 48.00	\$ 49.40
8	Tree & Stump Removal 0-30 DSH	Dia inch	\$ 42.50	\$ 43.75	\$ 45.00
9	Tree & Stump Removal 31+ DSH	Dia inch	\$ 53.00	\$ 54.50	\$ 56.00
10	Tree Only Removal 0-30 DSH	Dia inch	\$ 31.85	\$ 32.80	\$ 33.75
11	Tree Only Removal 31+ DSH	Dia inch	\$ 42.50	\$ 43.75	\$ 45.00
12	Stump Only Removal	Dia inch	\$ 21.00	\$ 21.65	\$ 22.30
13	Plant 15 Gal w/o RB	Each	\$ 127.30	\$ 131.10	\$ 135.00
14	Plant 15 Gal w/RB	Each	\$ 158.00	\$ 162.75	\$ 167.65
15	Plant 24" Box w/o RB	Each	\$ 269.50	\$ 277.50	\$ 285.85
16	Plant 24" Box w/RB	Each	\$ 290.65	\$ 399.35	\$ 411.35
17	Crew Rental - per man	Man Hour	\$ 99.70	\$ 102.70	\$ 105.75
18	Emergency Response - per man	Man Hour	\$ 126.00	\$ 129.75	\$ 133.65

Rates for each fiscal year reflect a cost adjustment of 3.0%.

**Rossmoor Community District
Proposed Rate Schedule 2024-25 through 2026-27**

Tree Maintenance Services provided by West Coast Arborists, Inc.

Item	Description	Unit	Rossmoor	Rossmoor Community District			Los Alamitos
			Current Rates	FY24-25 Proposed Rates	FY25-26 Proposed Rates	FY26-27 Proposed Rates	FY23-24 Unit Rates
1	Grid Prune	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
2	Service Request Prune 0-6 DSH	Each	\$ 45.30	\$ 46.65	\$ 48.00	\$ 49.40	\$ 45.10
3	Service Request Prune 7-30 DSH	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
4	Service Request Prune 31+ DSH	Each	\$ 153.45	\$ 158.00	\$ 162.75	\$ 167.65	\$ 152.70
5	Palm Prune	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
6	Palm Skinning	Each	\$ 20.60	\$ 21.00	\$ 21.65	\$ 22.30	\$ 20.50
7	Clearance Prune	Each	\$ 45.30	\$ 46.65	\$ 48.00	\$ 49.40	\$ 45.10
8	Tree & Stump Removal 0-30 DSH	Dia inch	\$ 41.20	\$ 42.50	\$ 43.75	\$ 45.00	\$ 41.00
9	Tree & Stump Removal 31+ DSH	Dia inch	\$ 51.50	\$ 53.00	\$ 54.50	\$ 56.00	\$ 51.25
10	Tree Only Removal 0-30 DSH	Dia inch	\$ 30.90	\$ 31.85	\$ 32.80	\$ 33.75	\$ 30.75
11	Tree Only Removal 31+ DSH	Dia inch	\$ 41.20	\$ 42.50	\$ 43.75	\$ 45.00	\$ 41.00
12	Stump Only Removal	Dia inch	\$ 20.60	\$ 21.00	\$ 21.65	\$ 22.30	\$ 20.50
13	Plant 15 Gal w/o RB	Each	\$ 123.60	\$ 127.30	\$ 131.10	\$ 135.00	\$ 123.00
14	Plant 15 Gal w/RB	Each	\$ 153.45	\$ 158.00	\$ 162.75	\$ 167.65	\$ 152.70
15	Plant 24" Box w/o RB	Each	\$ 261.60	\$ 269.50	\$ 277.50	\$ 285.85	\$ 260.35
16	Plant 24" Box w/RB	Each	\$ 282.20	\$ 290.65	\$ 299.35	\$ 308.35	\$ 280.85
17	Crew Rental - per man	Man Hour	\$ 96.80	\$ 99.70	\$ 102.70	\$ 105.75	\$ 96.35
18	Emergency Response - per man	Man Hour	\$ 122.55	\$ 126.00	\$ 129.75	\$ 133.65	\$ 121.95

Rates for each fiscal year reflect a cost adjustment of 3.0%.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT TREE TRIMMING SERVICES AGREEMENT**

2024-2027

This CONTRACT TREE TRIMMING SERVICES AGREEMENT (“Agreement”), is made and entered into this 1st day of July 2024, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California community services district (herein “District”) and WEST COAST ARBORISTS, INC. (herein “Contractor”). The parties hereto agree as follows:

RECITALS

WHEREAS, District and Contractor previously entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective May 13, 1998 and that certain RESTATED ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT dated July 1, 2001 (“2001 Agreement”). In addition, the parties subsequently entered into three (3) amendments to the 2001 Agreement in order to provide for Extended terms and to set forth amendments in regard to Services of Contractor and Compensation Pursuant to the Third Amendment to Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated July 1, 2008, the Extended Term expired on June 30, 2009; and

WHEREAS, District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2009 (“2009 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2009; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2012 (“2012 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2012; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2015 (“2015 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2015; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2018 (“2018-2021 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2018 through June 30, 2021. In addition, the parties subsequently entered into one (1) amendment to the 2018-2021 Agreement in order to provide for Extended terms. Pursuant to the First Amendment to Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated June 8, 2021, the Extended Term was for two (2) additional years and set to expire on July 1, 2023; and

WHEREAS, on May 11, 2023 the District and Contractor did then enter into a written agreement via letter regarding the 2019-2021 Agreement, in order to set forth an amendment in

regarding compensation as approved by the District's Board of Directors and to provide for an extended term of one (1) additional year, which actions are hereby expressly ratified by the parties hereto; and

WHEREAS, the now parties desire to enter into this Agreement in order to set forth a new contract for tree trimming services which will supersede and replace any and all existing contractual arrangements and agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the recitals set forth hereinabove, the parties to this Agreement hereby agree as follows:

AGREEMENT

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest Professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interests, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involved work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the District of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District's own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Contractor shall not perform, nor be compensated for, additional services with written authorization from the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum Unit Prices (herein "Contract Sum").

2.2 CPI Adjustment. The Contract Sum shall be adjusted annually on July 1 of each year, beginning as of July 1, 2025, for cost of living shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.

2.3 Method of Compensation. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the contractor's rates as specified in Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditure for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and District Board meetings reasonably deemed necessary by the District; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District in the form approved by the District's General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement no later than the last

working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the District Board.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall perform all services as directed by the District and as otherwise provided for in this Agreement and the Scope of Services.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to the Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless early termination in accordance with Section 7 of this Agreement is had, this Agreement shall continue in force and effect for an initial term of three (3) consecutive calendar years from and after July 1, 2024. Thereafter, this Agreement may be extended by District by providing written notice thereof at least thirty (30) days prior to the expiration of the initial term and continue in full force and effect for an extended term of two (2) additional years from and after July 1, 2027, unless terminated earlier in accordance with Section 7 of this Agreement.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Mahoney, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Board of Directors of District. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceedings, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent to District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of an joint enterprise with Contactor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the District due to unique circumstances.

5.3 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the District is greatly concerned about the costs of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if a Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the District's sole risk and without liability to Contractor, and the District shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All Subcontractors shall provide for assignment to District of any documents or material prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on District shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

7.2 Disputes. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and District may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days of service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Contractor and to any legal action commenced by Contractor, and such compliance shall not be a waiver of Contractor's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit District's right to terminate this Agreement with or without cause pursuant to Section 7.7.

7.3 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and

shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

7.7 Termination Prior to Expiration of Initial or Extended Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor, Contractor may terminate this Agreement only with cause and with not less than thirty (30) days, prior written notice and only after following the procedures of Section 7.2 to enable the District to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of amounts owed the District as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer, official, employee, agent representative, or volunteer of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable documents delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the District at the following address: Rossmoor Community Services District, 3001 Blume Drive, Rossmoor, CA 90720, Attn: General Manager. Notices shall be delivered to Contractor at the following address: West Coast Arborists, Incorporated, 2200 E. Via Burton Street, Anaheim, CA 92806, Attn: Patrick O. Mahoney, President. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between

the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End-Signature Page and Exhibits Follow]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first written above.

DISTRICT

Rossmoor Community Services District, a
California community services district

Date: _____

By: _____
Joe Mendoza
General Manager

CONTRACTOR

West Coast Arborists, Inc.

Date: _____

By: _____
Patrick Mahoney
President

Date: _____

By: _____
Patrick Mahoney
Vice President

Address: 2200 E. Via Burton Street
Anaheim, CA 92806
(800) 521-3714
(714) 956-3745 FAX

APPROVED AS TO FORM FOR DISTRICT

By: _____
General Counsel

Date: _____

END OF SIGNATURES

EXHIBIT "A"
SCOPE OF SERVICES

ALL SITE LOCATIONS

A. TREE PLANTING:

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

1. All plantings will be established industry standard for fifteen (15) gallon or twenty four (24) inch box trees; not to be less than one inch (1") in diameter at dsh (diameter standard height) and 6 feet (6') in height when planted, and otherwise acceptable to the RCSD in terms of diameter size, health, quality and aesthetics. The RCSD reserves the right to choose and reserve tree stock, and/or to purchase planting stock from other sources when issues of size are evident.
2. All planting nursery stock will conform to the American Standard for Nursery Stock as set forth by American National Standards Institute (ANSI) standard Z60 1-2004 and International Society of Arboriculture (ISA) guidelines for High Quality Trees. Trees shall be free from pests, disease and structural defects.
3. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the District in accordance with the specifications herein.
4. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
5. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three inches (3") below the level of the finished surface of the concrete.
6. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
7. Trees that are planted in parkways should have a four to six inch (4"-6") high water retention basin built around the tree capable of holding at least ten (10) gallons of water.
8. All trees shall be staked with two (2) wooded lodge poles and two (2) ties per pole. Minimum size of lodge poles shall be ten feet (10') long, with a one and a half inch

(1½") diameter. Tree ties shall be placed at one-third inch (1/3") and two-thirds inch (2/3") of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.

9. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

B. SAPLING CARE:

The RCSD requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

1. Watering shall be performed by a one man crew with a water truck who will water each grid, including landscape median and young trees that are three (3) years old and younger, once monthly.

C. MAINTENANCE AND SAFETY TREE TRIMMING REQUIREMENTS:

1. All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall conform to the American National Standards Institute (ANSI) A300 Pruning Standards for Tree Care Operations, the International Society of Arboriculture (ISA Tree Pruning Guidelines and the ISA Best Management Practices Tree Pruning.
2. All pruning shall be performed with the intent of improving aesthetic characteristics and increasing structural strength resulting in sound tree culture that is appropriate for the individual tree species while providing correct vertical and horizontal clearance needed in a municipal setting.
3. Remove all dead and or damaged branches and limbs.
4. At no time shall "Topping" be permitted on any tree.
5. At no time shall "Lion Tailing" or branch stripping be permitted on any tree.
6. No more than one fourth (1/4) of a tree's foliage should be removed in a calendar year.
7. All pruning equipment shall be sharp and sized appropriately for the pruning cut. When pruning to remove fungus, disease or an otherwise infected area, all pruning tools shall be properly cleaned after each cut with bleach.
8. The following minimum clearances shall be maintained at times unless a specific problem arises:

- a. All branches overhanging on roadways beyond the curb line shall have a minimum clearance of fourteen feet (14').
 - b. All branches overhanging any sidewalk or walkway shall have a nine foot (9') clearance.
 - c. All trees shall be aesthetically trimmed to prevent/minimize encroachment on private property.
9. All pruning cuts should be made just outside the branch bark ridge or branch collar so that under normal conditions, healing can start immediately.
 10. All limbs of one and one half inches (1 ½") or larger in diameter shall first be undercut to prevent splitting of the bark.
 11. All cut limbs shall be lowered to the ground using a method that prohibits further damage to the remainder of the tree.
 12. All suckers and water spouts shall be removed in a manner that minimized the size of the wound to the tree.
 13. All crossing or any limbs that rub shall be removed unless removal of said limbs would result in large gaps in the general outline of the tree. Limbs should extend alternately from the trunk on twelve to twenty four inch (12"-24") spacing.
 14. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or any other existing severe damage shall be reported to the District's General Manager or an authorized representative.
 15. At no time during any trimming procedure shall any hooks, gaffs, spurs or climbers be used by anyone employed for such trimming without the prior permission of the District's General Manager or authorized representative.

D. SAFETY TRIMMING:

The standards for safety trimming shall be those adopted by the County of Orange, with whom the District has a contract for safety trimming. The standards for safety trimming shall be as follows:

1. Fourteen foot (14') vertical clearance from the road surface.
2. Nine foot (9') vertical clearance from the parkway or sidewalk surface.
3. As necessary to provide clear visibility of all traffic control or municipal informational signage.
4. As necessary to provide reasonable clearance for street lighting and intersection safety lighting.

E. ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards Special projects that are difficult to access require the need for specialty equipment, service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute Z133 Safety Requirements.
2. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
3. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
6. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, half of an inch ($\frac{1}{2}$ "), to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
7. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen percent (15%) but no more than thirty percent (30%).

8. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
9. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

F. TREE AND STUMP REMOVAL:

RCSD prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen inches (18"). All holes will be backfilled, as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five feet (75') would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standard of the arboricultural profession.

1. All tree and stump removals will conform to American National Standards Institute (ANSI) Z133.1-1994. American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing trees, and Cutting Brush-Safety Requirements.

G. EMERGENCY RESPONSE:

The Contractor may be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from an RCSD authorized representative. Emergency work shall begin with two (2) hours of the initial telephone call.

H. REQUIRED WORK STANDARDS:

1. Contractor shall staff the work site with personnel qualified and trained in tree pruning.
2. Contractor shall staff the work site with an arborist, certified through the International Society of Arboriculture (ISA) as the site supervisor.
3. The Contractor will manage the entire inventory project and will not use subcontractors.
4. The general hours of operation shall be 8:00 a.m. to 5:00 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise.
5. The days of operation shall be Monday through Friday.
6. Special emphasis shall be placed upon public safety during pruning operations, with all required safety markers prominently displayed.

7. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.
8. The District's General Manager or an authorized representative for the District shall be the sole judge as to the adequacy of any cleanup.

I. REPORTS TO THE DISTRICT:

1. Contractor will map, measure and keep current computerized records of all District's tree inventory. Records shall be kept on data base that is accessible to the RCSD at any time.
2. Contractor will immediately report to the District's General Manager or an authorized representative, any condition which is deemed hazardous or which requires immediate attention.
3. Contractor will report monthly on forms provided by the District on all activities which are performed by Contractor which is based on monthly/quarterly schedules.

J. INSPECTION:

1. The District's General Manager, or an authorized representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of equipment used and employed in the work and quality of trees planted. RCSD shall be notified at least two (2) working days before any planting takes place.
2. Inspection of the work shall not relieve the Contractor of any of their obligation to fulfill the contract as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the District's General Manager or an authorized representative, and accepted for payment.
3. Any work found to be unacceptable will be communicated by phone with an email sent as a follow-up. Upon receipt of notification of the deficiencies, the Contractor shall correct the deficiencies within ten (10) working days from notification. After this time period, if unacceptable conditions still exist, the District has the right to deduct payment or terminate the contract.

K. SPECIAL PROVISIONS:

1. Perform and deliver a complete tree inventory for the District (valued at approximately \$16,000).
2. At no additional cost, provide the District with access to Contractor's web-based tree inventory program called Arbor Access On-Line (valued at approximately \$5,000).
3. Provide unlimited software support including training during the entire length of the Agreement (valued at approximately \$4,800).

4. Collect a new GPS tree inventory for right-of-way trees and park trees (Valued at \$20,000).
5. Continue to GPS any future tree planting sites.
6. Provide basic Arborist reports: this excludes any photos, soil and lab tests, elaborate analysis, or trees involved in litigation or pending litigation.

EXHIBIT "B"
SCHEDULE OF COMPENSATION

Rossmoor Community District
Proposed Rate Schedule 2024-25 through 2026-27

Tree Maintenance Services provided by West Coast Arborists, Inc.

Item	Description	Unit	Rossmoor	Rossmoor Community District			Los Alamitos
			Current Rates	FY24-25 Proposed Rates	FY25-26 Proposed Rates	FY26-27 Proposed Rates	FY23-24 Unit Rates
1	Grid Prune	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
2	Service Request Prune 0-6 DSH	Each	\$ 45.30	\$ 46.65	\$ 48.00	\$ 49.40	\$ 45.10
3	Service Request Prune 7-30 DSH	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
4	Service Request Prune 31+ DSH	Each	\$ 153.45	\$ 158.00	\$ 162.75	\$ 167.65	\$ 152.70
5	Palm Prune	Each	\$ 86.50	\$ 89.00	\$ 91.65	\$ 94.40	\$ 86.10
6	Palm Skinning	Each	\$ 20.60	\$ 21.00	\$ 21.65	\$ 22.30	\$ 20.50
7	Clearance Prune	Each	\$ 45.30	\$ 46.65	\$ 48.00	\$ 49.40	\$ 45.10
8	Tree & Stump Removal 0-30 DSH	Dia Inch	\$ 41.20	\$ 42.50	\$ 43.75	\$ 45.00	\$ 41.00
9	Tree & Stump Removal 31+ DSH	Dia Inch	\$ 51.50	\$ 53.00	\$ 54.50	\$ 56.00	\$ 51.25
10	Tree Only Removal 0-30 DSH	Dia Inch	\$ 30.90	\$ 31.85	\$ 32.80	\$ 33.75	\$ 30.75
11	Tree Only Removal 31+ DSH	Dia Inch	\$ 41.20	\$ 42.50	\$ 43.75	\$ 45.00	\$ 41.00
12	Stump Only Removal	Dia Inch	\$ 20.60	\$ 21.00	\$ 21.65	\$ 22.30	\$ 20.50
13	Plant 15 Gal w/o RB	Each	\$ 123.60	\$ 127.30	\$ 131.10	\$ 135.00	\$ 123.00
14	Plant 15 Gal w/RB	Each	\$ 153.45	\$ 158.00	\$ 162.75	\$ 167.65	\$ 152.70
15	Plant 24" Box w/o RB	Each	\$ 261.60	\$ 269.50	\$ 277.50	\$ 285.85	\$ 260.35
16	Plant 24" Box w/RB	Each	\$ 282.20	\$ 290.65	\$ 299.35	\$ 308.35	\$ 280.85
17	Crew Rental - per man	Man Hour	\$ 96.80	\$ 99.70	\$ 102.70	\$ 105.75	\$ 96.35
18	Emergency Response - per man	Man Hour	\$ 122.55	\$ 126.00	\$ 129.75	\$ 133.65	\$ 121.95

Rates for each fiscal year reflect a cost adjustment of 3.0%.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-5

Date: March 12, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A NEW CONTRACT WITH LANDCARE USA, LLC.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee (Directors Maynard and DeMarco) met on February 29, 2024 and is recommending that the Board of Directors authorize the General Manager, in consultation with General Counsel, to sign the Landscape and Lawn Care Maintenance Services agreement in substantial form as attached hereto, entering a one-year contract with the option of two (2) one-year options to extend commencing April 1, 2024, not to exceed three (3) years for Professional Landscape and Lawn Care Maintenance Services.

BACKGROUND

In 2015 RCSD contracted with Valley Crest Inc. who was bought out by BrightView in 2018. Since 2018 BrightView has provided landscape and maintenance services for our parks and medians and performed very well. However, BrightView's management has indicated that over the years business has expanded and overhead has increased therefore, the increase in fees (proposed +110%) reflects their current bid position. Overall, the past few months BrightView's performance has decreased and on occasion has failed to consistently provide adequate manpower and landscape management to our District. Service to RCSD's Rush Park, Rossmoor Park, Montecito Center, The Triangle, Foster Park, Kempton Park, and Rossmoor Way was part of the scope and will continue onto the new contract.

Service Provider	Service Year	Annual Rate
Valley Crest	2015	\$73,632.00
	2016	\$73,632.00
	2017	\$73,632.00
Brightview	2018	\$48,240.00
	2019	\$52,446.00
	2020	\$55,068.00
	2021	\$57,812.00
	2022	\$60,712.00
	2023	\$63,748.00
Landcare	Proposed 2024	\$79,980.00

On February 2, 2024, Proposals for Landscaping Services were due and RCSD received six proposals (see attachment 2). All potential bidders were able to meet with the General Manager and tour each Rossmoor facility prior to submitting proposals. Staff subsequently interviewed and toured the facilities of the two bidders that were the best fit for RCSD economically and from a service perspective.

FINDINGS

The Personnel and Contract Administration Committee considered the two (2) lowest bidders and selected LandCare USA, LLC, at an annual base rate of \$79,980. The decision to award the contract to LandCare USA, LLC was based on the General Manager and Parks Superintendent's observations after visiting the administrative offices and maintenance yards of the two (2) lowest bidders. It was determined that LandCare best fits RCSD's needs as they are close in proximity, can provide high quality vehicles and equipment, provided a performance verification program as well as outstanding liquidated damages performance terms.

Staff has been in communication with LandCare management representatives and has secured additional information and clarification regarding their initial proposal. This is a service contract, therefore the Request for Proposal outlined that RCSD reserves the right, where it may serve RCSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Representatives from LandCare have reviewed the proposed agreement and have indicated they approve and are looking forward to providing service to RCSD.

Staff has checked the provided references and is impressed by the glowing review LandCare received from the City of Lakewood for maintaining their parks and medians.

Bids were received from a total of six (6) viable landscape contractors. A grading scorecard is attached for reference.

The current BrightView contract annual cost is \$63,748 and ends March 31, 2024 (see attachment 1). In awarding the contract to LandCare USA, LLC in the amount of \$79,980 the fiscal impact for 2023-2024 will be \$4,058.00 and can be absorbed in the current building and grounds maintenance accounts budget since no other extra work will be added this fiscal year. The 2024-2025 proposed budget will reflect the \$79,980 Landcare contract amount.

ATTACHMENTS

1. 2021-2024 Agreement with Brightview Landscape Services, Inc.
2. Matrix and Grading Sheet on Landscaping Proposals Received
3. Draft Agreement between Rossmoor Community Services District and Landcare USA, LLC

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

2021-2014 2024
✓

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 9th day of March, 2021, by and between the Rossmoor Community Services District, a public agency ("District") and BrightView Landscape Services, Inc., a California corporation ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and in the Proposal for Landscape Management Services as set forth in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict between the provisions of this Agreement and Exhibit "A" on the one hand, and Exhibit "B" on the other hand, the provisions of the Agreement and Exhibit "A" shall be controlling.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding three (3) years, commencing April 1, 2021 (the "Effective Date"), unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the schedule of services as set forth into Exhibit "A" and Exhibit "B." Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.2.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.2.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.5 Insurance.

3.2.5.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities

or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Without written approval of the District, Contractor's total monthly compensation shall not exceed the following amounts:

- (A) For the period of April 1, 2021-March 31, 2022: Four Thousand Eight Hundred Eighteen Dollars (\$4,818.00).
- (B) For the period of April 1, 2022-March 31, 2023: Five Thousand Fifty-Nine Dollars and Thirty-Seven Cents (\$5,059.37).
- (C) For the period of April 1, 2023-March 31, 2024: Five Thousand Three Hundred Twelve Dollars and Thirty-Three Cents (\$5,312.33).

Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement. District or Contractor may, by written notice to other party, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

3.4.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor: BrightView Landscape Services, Inc.
1960 S Yale Street
Santa Ana, CA 92704
Attn: Po Chen, Vice President & General Manager

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.8 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.4.9 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

3.4.10 Assignment. Contractor shall not voluntarily or by operation of law

assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

3.4.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

3.4.13 The Individuals Signing this Agreement. Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

3.4.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

3.4.17 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Joe Mendoza
General Manager

By: _____
Po Chen
Vice President & General Manager

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April-September); and trim as necessary the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working
3. Weed landscaped areas, as necessary, including planters
4. Edge or trim grass from ballfield backstops once per month. Infield not included
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week
7. Repair sprinklers as needed- Rossmoor Community District will provide parts
8. Maintain edges of all valve boxes
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance
10. Hand rake sand pits and gravel areas three times per week
11. Rototill all sand pits quarterly
12. Blow off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once each month

TURF MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager
3. Edge all concrete areas bordering turf each mow occurrence
4. Sweep all concrete areas adjacent to mow areas each mow occurrence
5. De-Thatch turf once annually
6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated)
7. Aerate and fertilize turf areas twice annually
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree
9. Spray weed killer, once annually, at both Rush and Rossmoor Parks
10. Over-seeding will be an additional charge once per year as requested

ROSSMOOR PARK & RUSH PARK SPECIAL MAINTENANCE STANDARDS:

1. Blow off walkways around buildings and main sidewalk three (3) times per week
2. Level sand under the swings in the "tot-lots" three (3) times per week and as-needed
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANGLE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April-September); and trim as necessary throughout the year
2. Pick up paper and debris three (3) times per week
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet
4. Remove ivy, grass and weeds to maintain the clean edges of all valve boxes and sprinkler heads
5. Irrigate, using manual system, and monitor irrigation patterns to assure adequate watering of trees, plantings and ground cover
6. Regularly inspect irrigation emitters and sprinklers for proper functionality
7. Repair sprinklers as needed- Rossmoor Community District will provide parts

REPORTS TO THE DISTRICT

1. Contractor shall immediately report, to the District's Park Superintendent, any condition which is deemed hazardous or which requires immediate attention
2. Contractor will provide monthly QSA to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules

LIQUIDATED DAMAGES

One hundred dollars (\$100) shall be deducted from Contractor's monthly payment for each schedule failure after three warnings regarding such failures. These deductions may be assessed on a per controller basis or a per event basis, at the discretion of the District's Representative.

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Areal Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of Imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Slope Care: Not Applicable

A. Edging:

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control:

Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Insecticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

V. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

VI. Mulched Areas/ Granite Areas:

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VII. Irrigation System:

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VIII. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

IX. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

EXHIBIT "B"

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES



March 3, 2021

1960 S Yale St.
 Santa Ana, CA 92704
 tel:(714) 546-7843
 fax:(714) 546-7295

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES FOR

Owner/Client: Joe Mendoza
 Client Address: 3001 Blume Drive, Rossmoor. CA 90720
 Job Name: ROSSMOOR COMMUNITY SERVICES DISTRICT
 Job Location: 3001 Blume Drive, Rossmoor. CA 90720

We appreciate the opportunity to propose to you how BrightView Landscape Services, Inc. ("BrightView" or "Contractor") can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, BrightView provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal includes Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions.

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

Billing Information and Schedule

Exterior Landscape Management

Client's Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$57,812.40	\$4,818.45
	Sales Tax		
	Total Base Management Price	\$57,812.40	\$4,818.45

Additional Services

Client's Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	Year 2022-2023 Landscape	Landscape Maintenance per Contract	12	\$5,059.37	0	\$60,712.47
	Year 2023-2024 Landscape	Landscape Maintenance per Contract	12	\$5,312.33	0	\$63,748.06
	Total					

Billing for additional services will be invoiced upon installation.

Extra Services Included in the Base Contract

Additional scope of services that have been included in the base management price include the following:

BrightView agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation, as described hereinabove, necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

This proposal is withdrawn unless executed and received within 30 days of the date of this document.

Period of Service Agreement

This agreement shall be in effect for the period stated: April 1, 2021 to March 31, 2023. Unless terminated pursuant to Article 6 of the General Terms and Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

You should receive your first invoice within 30 days of our service commencement date, and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. Owner/Client agrees to pay any and all cost incurred by BrightView in the collection of the same.

If our proposal meets with your approval, please initial the services in the block provided for each item selected indicating that you are authorizing that service and sign both originals below. Return one fully executed original to our office, and retain the second original for your files. This proposal, including the attached Practical Specifications and the General Terms and Conditions, together are the Service Agreement.

Again, thank you for the opportunity to submit this proposal. We look forward to serving as your landscape management professionals.

Sincerely,

BrightView Landscape Services, Inc.

Po Chen

Vice President & General Manager

**RCSD LANDSCAPING AND LAWN CARE MAINTENANCE
PROPOSAL SCORECARD**

	GREENFIELD	GREENTECH	BRIGHTVIEW	MARIPOSA	LANDCARE	SO CAL TREE AND LAND- SCAPING
EVALUATION CRITERIA SCALE OF 1-10 (10 being best)						
UNDERSTANDING OF PROJECT AND PROJECT APPROACH	6	6	8	9	3	7
SCOPE OF WORK AND SCHEDULE	8	3	8	9	3	7
RELEVANT QUALIFICATIONS/EXPERIENCE	1	8	8	9	3	7
OVERALL QUALITY OF PROPOSAL	4	6	8	10	3	7
COST EVALUATION	3	4	4	5	7	8
SCORECARD TOTAL	22	27	36	42	19	36
PROPOSAL AMOUNT						
MONTHLY	\$17,636	\$16,315	\$11,223	\$8,521	\$6,665	\$5,850
ANNUALLY	\$211,632	\$195,780	\$134,676	\$102,252	\$79,980	\$70,200

	GREENFIELD	GREENTECH	BRIGHTVIEW
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PROPOSAL REQUIREMENT

A. COVER LETTER - Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

	X		X			X	
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B. PROPOSER STATEMENT OF QUALIFICATIONS. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. Executive Summary - An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.

			X			X	

2. Qualifications and Experience. The proposal should:

a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in the RFP.

	X		X			X	
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b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the project.

	X					X	
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c. State the number of years the firm has conducted business.

						X	
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d. Provide a description of the three most relevant contracts held within the last five years.

			X			X	
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3. Evidence of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the services requested in the scope of work.

			X			X	
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4. References. The proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.

	X		X			X	
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5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

	N/A		N/A			N/A	
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C. PROPOSED METHOD TO ACCOMPLISH THE WORK. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.

	X		X			X	
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D. CERTIFICATION OF PROPOSAL. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

			X			X	
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Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broke down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.

	X		X			X	
--	---	--	---	--	--	---	--

PROPOSED MONTHLY FEE	\$17,636.00	\$16,315.00	\$11,223.00
PROPOSED ANNUAL FEE	\$211,632.00	\$195,780.00	\$134,676.00

	MARIPOSA	LANDCARE	SOUTHERN CALIFORNIA TREE AND LANDSCAPING
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PROPOSAL REQUIREMENT

A. COVER LETTER - Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.	X	X	X
B. PROPOSER STATEMENT OF QUALIFICATIONS. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:			
1. Executive Summary - An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.	X	X	X
2. Qualifications and Experience. The proposal should:			
a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in the RFP.	X		X
b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the project.	X		
c. State the number of years the firm has conducted business.	X		X
d. Provide a description of the three most relevant contracts held within the last five years.		X	X
3. Evidence of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the services requested in the scope of work.	X		X
4. References. The proposer shall provide a minimum of four (4) client references, preferably city, county, homeowner's association or special district governments for whom the Proposer has previously provided services of similar type and scope within the last 5 years.	X	X	X
5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.	N/A	N/A	N/A
C. PROPOSED METHOD TO ACCOMPLISH THE WORK. Describe the technical and management approach to providing the Services to RCSD. Proposer should consider the scope of the Project, goals of RCSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to RCSD's attention within the discussion of its proposed method to accomplish the Project.	X		X
D. CERTIFICATION OF PROPOSAL. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to RCSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."			
Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broke down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel by month and annually.	X	X	X

PROPOSED MONTHLY FEE	\$8,521.00	\$6,665.00	\$5,850.00
PROPOSED ANNUAL FEE	\$102,252.00	\$79,980.00	\$70,200.00

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE
AND LAWN CARE SERVICES WITH LANDCARE USA, LLC
[2024 - 2025]**

This Professional Services Agreement (“Agreement”) is made and entered into this 1st day of April, 2024, by and between the Rossmoor Community Services District, a public agency (“District”), and LandCare USA, LLC, a Delaware corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

1. RECITALS.

1.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain services required by the District on the terms and conditions set forth in this Agreement. Contractor represents and warrants that it is experienced in providing such services, is licensed in the State of California, and is familiar with the operation of District.

1.2 Project.

District desires to engage Contractor to render Professional Landscape and Lawn Care Services to the District (“Project”) as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

2. SCOPE OF SERVICES AND TERM.

2.1 General Scope of Work. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A,” Scope of Work, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. In the event of a conflict or ambiguity between the provisions of this Agreement and any of the attached exhibits, the provisions of this Agreement shall be controlling.

2.2 Term. The initial term of this Agreement shall be for a period not exceeding one year from April 1, 2024 (the “Effective Date”), unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. This Agreement may be extended for two, one year extended terms, by District providing written notice thereof to Contractor at least 30-days prior to the expiration of the initial or extended term.

3. RESPONSIBILITIES OF CONTRACTOR.

3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement and in accordance with the schedule of services as incorporated into Exhibit "A". Contractor represents and warrants that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of services.

3.3 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, Contractors and other staff at all reasonable times.

3.4 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.5 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District's Representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to District, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

3.6 Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Representative for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.7 Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Contractor. District shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

3.8 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Contractor, at no cost to District. Any use of uncompleted documents without specific written authorization from Contractor shall be at District's sole risk and without liability or legal expense to Contractor.

3.9 Insurance.

3.9.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.9.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

4. FEES AND PAYMENTS.

4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B," Compensation, attached hereto and incorporated herein by reference. The total monthly compensation shall not exceed six thousand, six hundred sixty-five dollars (\$6,665.00) without written approval of District. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement. Provided, however, that up to five-hundred-dollars (\$500.00) may be deducted from the Contractor's monthly payment for each schedule and/or performance failure to properly complete any item identified in Exhibit "A" or otherwise agreed to by the parties hereto. These deductions may be assessed on a per occurrence, per location, per acre or per valve basis, or per task basis at the discretion of the General Manager and shall be deducted from amounts due the Contractor monthly.

4.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

4.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

4.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

4.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. GENERAL PROVISIONS.

5.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may terminate this Agreement solely for cause and shall do so by providing written notice to District of such termination, and specifying the date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

5.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

5.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: LandCare USA, LLC
13917 Stage Road
Santa Fe Springs, CA 90670
Attn: Bree Lashmet, Account Manager

District: Rossmoor Community Services District
3001 Blume Dr.
Rossmoor, CA 90814
Attn: Joe Mendoza, General Manager

Such notices shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the Public Records Act, and of which Contractor informs District of such trade secret. District will endeavor to maintain as confidential all information

obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

5.5 Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the District's Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

5.6 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action.

5.7 Indemnification. Contractor agrees to defend, with counsel selected by District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

5.9 Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

5.10 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.11 Prior Approval Required to Subcontract. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Contractor shall require each of its subcontractors to agree in writing to be bound by the provisions of this Agreement.

5.12 Non-Exclusive Agreement. Contractor acknowledges that District may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

5.13 Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

5.16 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

5.17 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

5.18 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

5.19 The Individuals Signing this Agreement. The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

5.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.21 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to any matter referenced herein and supersedes any and all other prior negotiations. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of any previous agreements, which shall be of no further force or effect.

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

By: _____ Date: _____
Board President

LANDCARE USA, LLC

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

APPROVED AS TO FORM FOR DISTRICT

By: _____
General Counsel

Date: _____

EXHIBIT "A"
SCOPE OF WORK



Landscape Maintenance Schedule

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

TURF CARE MANAGEMENT

Mowing/Edging/Trimming/Clean-up	•	•	•	•	•	•	•	•	•	•	•	•
Pre-Emergent Herbicide			•						•			
Post Emergent Herbicide			•		•			•	•			
Fertilization			•		•			•				•
Leaf Clean Up	•	•	•	•	•	•	•	•	•	•	•	•
Overseeding	Proposed Separately											

SHRUBS, BEDS, GROUNDCOVERS

Spraying Weeds/Hand Weeding	•	•	•	•	•	•	•	•	•	•	•	•
Perennial and Grass Cutbacks		•						•				
Shrub Pruning	•	•	•	•	•	•	•	•	•	•	•	•
Bed Pre-Emergent (Weed Control)		•						•				
Bed Fertilization			•					•				

WATER MANAGEMENT

Irrigation Checks	•	•	•	•	•	•	•	•	•	•	•	•
Seasonal Irrigation Adjustments		•			•		•		•			
Irrigation Repairs (Billed Separately)	AS NEEDED											

POLICE GROUNDS

Litter/Debris Clean Up	•	•	•	•	•	•	•	•	•	•	•	•
Herbicide Walkways/Gravel/Beds	•	•	•	•	•	•	•	•	•	•	•	•
Backpack Blowing Walkways	•	•	•	•	•	•	•	•	•	•	•	•
Spray Hard and Rock Surfaces	•	•	•	•	•	•	•	•	•	•	•	•

ARBOR CARE

Clearance Pruning (Up To 12ft)	•	•	•	•	•	•	•	•	•	•	•	•
Tree Ring Maintenance	•	•	•	•	•	•	•	•	•	•	•	•
Tree Trimming Over 12'	Proposed Separately											

MULCH AND FLOWERS

Mulch Beds & Tree Rings (If Included)			•						•			
Annual Color Installation (If Included)			•		•			•				•

CARE PLAN & ENHANCEMENT SERVICES

Site Review	•	•	•	•	•	•	•	•	•	•	•	•
Budget Planning	•	•	•	•	•	•	•	•	•	•	•	•
Turf Aeration, Scalping, or Renovation	Proposed Separately											
Insect and Disease Control	Proposed Separately											
Designs & Installations	Proposed Separately											

SPECIFICATIONS

1.0 Turf Management

A. Lawn Mowing

- i. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
- ii. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- iii. Mowing height for all irrigated lawn areas will be in accordance with best horticultural practices for a finished cut height (typically, for most species, no less than 1½" and no more than 2½") unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment will be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

B. Edging & String Trimming

- i. All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs road signs, guard posts, utility poles, and other obstacles.

C. Cleaning of Walks

- i. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

2.0 Shrub & Bed Maintenance

A. Policing & Grooming

- i. Landscaped areas will be patrolled throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
- ii. Planter beds will be groomed to promote an attractive and fresh appearance.

B. Edging & String Trimming

- i. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis.

C. Pruning

- i. Major pruning will be done following flowering or during plant's dormant season.
- ii. Shrubbery and hedges will be pruned at established "maintenance" height.
- iii. Groundcover will be pruned as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
- iv. Shearing of plants will occur only where previous practice has been to shear, or as





directed.

- v. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

3.0 Arbor Care & Pruning

A. Skirting

- i. Trees will be “skirted” as needed to allow for pedestrian and vehicle clearance.
- ii. Lower branches of trees will be removed when in conflict with the growth of plantings beneath.

B. Pruning

- i. Pruning is limited to work that can be contained from the ground.
- ii. On trees that are over 12’, only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.
- iii. Trees less than 12’ total height will be pruned to remove weak, dead, damaged, and diseased portions of the tree for natural growth development.
- iv. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant’s dormant season.

C. Staking & Guying

- i. Staked or guyed trees shall be monitored.
- ii. Supports will be removed or loosened when appropriate to prevent girdling of the trunk and encourage root development for support.

4.0 Fertilization

- A. Contractor will provide all labor and materials to fertilize lawn, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
- B. Turf, shrub, and ground cover areas will be fertilized with specially formulated products including well balanced, slow-release fertilizers.
- C. Fertilizer product will be selected based on plant type and season.

5.0 Environmental Weed & Pest Control Program

A. Handling

- i. All applications of herbicides or pesticides will be performed under the direction of a licensed pest control applicator and in accordance with the laws of the state.
- ii. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer’s labels.

B. Weeds

- i. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.

Rossmore Community

- ii. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.

C. Pests

- i. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measures will be made.
- ii. Safety Data Sheets (SDS) for all chemicals used on site will be available from Contractor to clients in accordance with EPA and OSHA regulations.
- iii. Contractor will comply, at all times with requirements for hazardous communications programs. Pest control specialists are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

6.0 Irrigation Equipment & Operation

A. Scheduling

- i. Irrigation controllers will be scheduled to maximize existing system efficiency and will be set for night and/or early mornings unless instructed otherwise by Owner.
- ii. Controller programs will be adjusted as determined by weather and plant requirements and will be shut off during periods of rain.

B. Cleaning and Monitoring

- i. Sprinklers will be cleaned and adjusted to provide the best coverage possible from your existing system.
- ii. Each zone will be turned on and monitor for leaks or malfunctioning parts and adjusted for proper spray arc and maximum system efficiency.

C. Inspection and Repairs

- i. Damage or vandalism caused by others shall be reported to owner promptly.
- ii. Repair and/or replacement of any damaged or malfunctioning components beyond Contractor control will be submitted as an extra.
- iii. Damage caused to the irrigation system by Contractor shall be repaired immediately and at no charge.

7.0 General Conditions

- A. Owner is responsible for all costs associated to water.
- B. Contractor will provide uniformed staff supervised by fully trained Supervisors and Production Managers.
- C. Mobile communications are in use during regular business hours and emergency after-hours communication is available.
- D. Contractor provides all payment of wages, workers' compensation insurance, social security tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.





- E. Licenses and proof of insurance are available on request. California Contractor License: C-27 License - 1053238
- F. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor with the Owner.
- G. Written, comprehensive inspection reports will be provided, upon request.
- H. Organic debris collected by Contractor is removed from site and recycled and/or composted.

8.0 Work Performed at an Additional Fee

- A. Any work not listed above is considered extra work which will be agreed upon by both parties in advance of work performed and billed separately.
- B. Irrigation repairs and replacements, including but not limited to, irrigation mainlines, valves, controllers, wires, nozzles, lateral lines, and any work under hardscape, all of which will be repaired as an extra charge using time and material rates.
- C. Trimming of trees over 12' in total height.
- D. Treatment for rodents, snails, diseases, or pests on lawns, trees & shrubs, except as specified, or requiring any overhead application.
- E. Any unforeseen pest invasion requiring control above and beyond normal horticultural practices.
- F. Parking lot maintenance (parking lot sweeping, leaf pickup, litter pickup).
- G. Aeration, scalping, or renovation of lawn areas.
- H. Correcting pre-existing conditions such as dead or dying plant material requiring remedial work.
- I. Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God.
- J. Materials such as mulch or annual or perennial color.
- K. To the extent applicable, the parties agree that services listed on **Addendum A** shall be included as work under the Agreement.

Extended Scope of Services

Professional Landscape & Lawn Care Services

ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS & TRIANGLE

PARK MAINTENANCE PERFORMANCE STANDARDS:

1. Trim hedges bi-weekly during the growing season (April - September); and trim as necessary throughout the year.
2. Pick up paper and debris in the parks three (3) times per week as part of landscape maintenance operations in areas we are working.
3. Weed landscaped areas, as necessary, including planters.
4. Edge or trim grass from ballfield backstops once per month. Infield not included.
5. Contractor to program Irrigation Controllers, and adjust as necessary, to assure proper watering of turf and landscape areas to avoid over-watering or under-watering. Contractor shall utilize appropriate monitoring equipment to evaluate and control watering.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality once per week.
7. Repair sprinklers as needed - Contractor will provide parts and invoice the RCSD monthly.
8. Maintain edges of all valve boxes.
9. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance.
10. Hand rake sand pits and gravel areas three times per week.
11. Rototill all sand pits quarterly.
12. Blow off recessed on-street parking spaces at Rossmoor Park and parking lots at Rush Park and Montecito Center once each month.

TURN MAINTENANCE PERFORMANCE STANDARDS:

1. Complete 45 turf mows annually. Once per week March 01 through October 31; once every-other-week November 01 through February 28.
2. All turf mowing to occur on Wednesdays at Rush Park and Fridays at Rossmoor Park unless otherwise approved, in writing, by the District General Manager.
3. Edge all concrete areas bordering turf each mow occurrence.
4. Sweep all concrete areas adjacent to mow areas each mow occurrence.
5. De-Thatch turf once annually.



Rossmore Community

6. Rake or vacuum grass clippings in June, July, and August (If mulching mower is used, this requirement can be reduced or eliminated).
7. Aerate and fertilize turf areas twice annually.
8. Maintain tree wells free of grass and weeds; tree wells to be three-foot radius or greater depending on circumference of the tree.
9. Spray weed killer once annually, at both Rush and Rossmoor Parks.
10. Over-seeding is listed as an additive alternate and will be an additional charge once per year as requested.

ROSSMOOR PARK AND RUSH PARK SPECIAL MAINTENANCE STANDARDS

1. Blow off walkways around buildings and main sidewalk three (3) times per week.
2. Level sand under the swings in the “tot-lots” three (3) times per week and as -needed.
3. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings three (3) times per week.

ROSSMOOR WAY MEDIANS, ROSSMOOR TRIANVE, FOSTER MINI-PARK, KEMPTON MINI-PARK:

1. Trim shrubs bi-weekly during the growing season (April - September); and trim as necessary throughout the year.
2. Pick up paper and debris three (3) times per week.
3. Remove ivy, grass, and weeds from around trees and maintain tree wells up to three feet in diameter.
4. Remove ivy, grass, and weeds to maintain the clean edges of all valve boxes and sprinkler heads.
5. Irrigate using a manual system and monitor irrigation patterns to assure adequate watering of trees, plantings, and ground cover.
6. Regularly inspect irrigation emitters and sprinklers for proper functionality.
7. Repair sprinklers as needed - Rossmoor Community Services District will provide parts.

REPORTS TO THE DISTRICT

1. The Contractor shall immediately report, to the District’s Park Superintendent, any condition which is deemed hazardous, or which requires immediate attention.
2. The contractor will provide monthly Q&A to report all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules.



ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: March 12, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors receive and file this report.

INFORMATION

Below is a brief overview of recent achievements, future projects, and upcoming programs:

- The Rush Park Auditorium Flooring proposals have been received as of March 8, 2024. The staff is in the process of reviewing bids and will set up a meeting with the Personnel and Contract Administration Committee to review and recommend a contractor to the RCSD Board for approval at the April 9, 2024, Board meeting. The goal is to have installation complete between May 20, 2024, and May 30, 2024.
- The RCSD is working in collaboration with residents Lindsay and Darren Ludwig to offer a Water Safety Awareness event on Saturday May 18th at Rush Park from 3 pm to 5 pm. The event will include Emergency Life Saving tips, Beach Safety, Drowning Prevention, Pool Safety and Maintenance tips Kids Crafts and refreshments.
- Upcoming 2024-2025 budget preparation dates include:
 - Capital Improvements Committee meeting Wednesday March 13, 2024
 - Preliminary 2024-2025 Review with the Budget Committee Thursday March 21, 2024
 - Present FY 2024-2025 Preliminary Budget to the RCSD Board on April 9, 2024
- Health and Wellness Festival on May 11, 2024 from 11 am to 4pm at Rush Park.
- Farmers Market Easter Egg Hunt Thursday March 28, 2024 at 5 pm at Rush Park.
- Arbor Day Celebration on Friday April 5, 2024, from 2-4 pm at Rossmoor Park.
- Shakespeare in the Park will be held on July 5 and 6 at Rush Park beginning at 7 pm.

- The Court resurfacing and conversion project is underway, and the resurfacing portion of the project will be scheduled as weather permits.
- RSCD is waiting for feedback from Congresswoman Michelle Steel's office and the Postmaster General regarding the request to secure a zip code specifically for the Rossmoor Community Services District.
- PIFC status with Franchise Tax Board. We are working to get backdated tax forms submitted to the Franchise Tax Board in order to get the Public Improvements Financing Corporation back in Good Standing.
- Golden State Water responded to RCSD and repaired a mainline break at Foster Park on Monday. All residents between Copa De Oro and Blume Drive were notified of a temporary water turn off while repairs were being made.
- Supervisor Andrew Do's Field Deputy Ofelia Velarde-Garcia has taken on a new assignment with OCWaste&Recycling. Ofelia has been a great asset to RCSD and we all wish her well.

ATTACHMENTS

None