

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



## Regular Meeting of the Board Agenda Package

**March 9, 2021**

BOARD OF DIRECTORS

AGENDA  
BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

**REGULAR MEETING**

Please be advised that all persons wishing to attend this meeting may do so in person or via Zoom.  
Join Zoom Meeting: <https://zoom.us/j/4816639472?pwd=Z0lpR3ZOL0luUHRkdThCSmxXTWI3UT09>  
Enter Meeting ID: **481 663 9472** and Passcode: **Rossmoor**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, March 9, 2021**

**7:00 p.m.**

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*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 in the agenda. To speak on an item, 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, it is requested that you state your name for the record. Address 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, 90720—9:00 am - 5:00 pm, Monday-Friday. The Agenda is available online at: <http://www.rossmoor-csd.org>. Meetings are broadcast live on LATV-3 and may also be viewed on Vimeo.com or on our website at <http://www.rossmoor-csd.org>.*

**A. ORGANIZATION**

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors DeMarco, Nitikman, Rips, Searles  
President Barke
3. PLEDGE OF ALLEGIANCE: Director Nitikman
4. PRESENTATIONS:
  - a. Sergeant Su Presentation Re: Orange County Animal Care Services

**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 OF THE BUDGET COMMITTEE RE: APPROVAL OF FY 2020-2021 MID-YEAR BUDGET AND ADOPTION OF RESOLUTION NO. 21-03-09-01
2. ADMINISTRATIVE ASSISTANT REPORT
3. GENERAL MANAGER COMMUNITY TRAFFIC UPDATE

**E. CONSENT CALENDAR**

1. MINUTES:

- a. Regular Board Meeting of February 9, 2021
- b. Special Board Meeting/Brown Act Study Session of February 9, 2021
- c. Special Board Meeting of February 25, 2021

*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. RESOLUTIONS**

1. RESOLUTION NO. 21-03-09-01 A RESOLUTION OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR BUDGET REVENUE AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2021-2022

**ORDINANCES—None**

**H. REGULAR CALENDAR**

1. YOUTH CENTER ROSSMOOR PARK SUMMER DAY CAMP AND AFTER SCHOOL PROGRAM COOPERATIVE PROGRAM AGREEMENT AT ROSSMOOR PARK AND RUSH PARK (2021-2024)
2. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK
3. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH BRIGHTVIEW LANDSCAPING SERVICES

**I. 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.*

**J. 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.*

**K. 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.*

**L. CLOSED SESSION-None**

**M. 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 web site at [www.rossmoor-csd.org](http://www.rossmoor-csd.org).*

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the March 9, 2021, 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:

Elizabeth Deering for \_\_\_\_\_ Date March 4, 2021  
JOE MENDOZA  
General Manager

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4a**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** SERGEANT SU PRESENTATION RE: ORANGE COUNTY ANIMAL CARE SERVICES

**RECOMMENDATION**

Receive and file presentation.

**BACKGROUND**

The report reflects the order of presentations for your Regular March Meeting of the Board.

- a. Sergeant Su Presentation Re: Orange County Animal Care Services— Receive and File

**ATTACHMENTS** - None

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-1**

**Date:** March 9, 2021

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Accountant: Pun Group, LLP

**SUBJECT:** REPORT OF THE BUDGET COMMITTEE RE: APPROVAL OF FY 2020-2021 MID-YEAR BUDGET AND ADOPTION OF RESOLUTION NO. 21-03-09-01

**RECOMMENDATION:**

Adopt recommended Mid-Year Budget for FY 2020-2021; Adopt Resolution No. 21-03-09-01.

**BACKGROUND:**

In accordance with Policy No. 3020, the Budget Committee shall review the Mid-Year budget prepared by the General Manager prior to the March Board meeting, however, due to COVID-19 and the turnover of the Finance Team, staff is presenting the information to the Board in March. It is also practical for the Public Works/CIP Committee to review the Capital Improvement Program project list and determine any reordering of project priorities and any budget implications resulting there from.

The Budget Committee met on February 25, 2021 to discuss the District's Mid-Year Budget. The Budget Committee's recommendations were to extend the scope of the report through February 28, 2021 and to continue suspension of the District's Capital Improvement Projects until 2021-2022.

There are sufficient unbudgeted funds to close the fiscal year in balance.

**ATTACHMENTS:**

1. Rossmoor Mid-Year Budget Review
2. Budget Committee Agenda Item C-2 Discussion Regarding FY 2020-2021 Mid-Year Budget
3. Policy No. 3020 Budget Preparation, Adoption and Revision

**Rossmoor Community Services District**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the eight (8) months ended February 28, 2021 and projection to twelve (12) months ended June 30, 2021**

	Original Budget	8-Month Actual	Variance	% of Budget	Projection to Close	12-Month Projection	Favorable (Unfavorable)
<b>Revenues:</b>							
Property taxes	\$ 1,036,195	\$ 623,482	\$ 412,713	60.17%	\$ 446,200	\$ 1,069,682	\$ 33,487
Assessments	360,000	217,354	142,646	60.38%	156,450	373,804	13,804
Use of money and property	16,000	3,089	12,911	19.31%	9,000	12,089	(3,911)
Intergovernmental	65,400	2,483	62,917	3.80%	61,750	64,233	(1,167)
Fees and services	164,900	47,058	117,842	28.54%	6,500	53,558	(111,342)
Other revenues	77,000	8,236	68,764	10.70%	5,000	13,236	(63,764)
Total revenues	<u>1,719,495</u>	<u>901,702</u>	<u>817,793</u>	<u>52.44%</u>	<u>684,900</u>	<u>1,586,602</u>	<u>(132,893)</u>
<b>Expenditures:</b>							
Administration	781,025	542,387	238,638	69.45%	340,000	882,387	(101,362)
Recreation	39,750	13,920	25,830	35.02%	4,000	17,920	21,830
Rossmoor Park	101,910	52,758	49,152	51.77%	27,600	80,358	21,552
Montecito Center	31,660	10,664	20,996	33.68%	13,000	23,664	7,996
Rush Park	186,240	114,099	72,141	61.26%	44,500	158,599	27,641
Street Lighting	108,000	56,607	51,393	52.41%	39,800	96,407	11,593
Rossmoor Wall	3,700	-	3,700	0.00%	-	-	3,700
Street Sweeping	60,000	25,593	34,407	42.66%	24,800	50,393	9,607
Parkway Trees	166,500	114,371	52,129	68.69%	44,000	158,371	8,129
Mini-Parks and Medians	14,500	6,320	8,180	43.59%	5,000	11,320	3,180
Total expenditures	<u>1,493,285</u>	<u>936,719</u>	<u>556,566</u>	<u>62.73%</u>	<u>542,700</u>	<u>1,479,419</u>	<u>13,866</u>
Changes in Fund Balance	<u>\$ 226,210</u>	<u>(35,017)</u>	<u>\$ 261,227</u>		<u>\$ 142,200</u>	<u>107,183</u>	<u>\$ (119,027)</u>
<b>Fund Balance:</b>							
Beginning of Period		<u>1,130,999</u>				<u>1,130,999</u>	
End of Period		<u>\$ 1,095,982</u>				<u>\$ 1,238,182</u>	

Administration includes salaries and benefits, contracts and maintenance operation expenditures for the District.

Administration will exceed the budget by approximately \$100K due to Covid related equipment, supplies and legal. In addition, the newly inacted Tree Violation policy and procedures has also increased legal fees that are ongoing.



	2016	2017	2018	2019	2020	2021			
Property taxes	\$ 841,972	\$ 888,704	\$ 945,887	\$ 993,932	\$ 1,042,573	\$ 1,069,682	\$841,972	\$292,276	
Assessments	292,276	309,594	329,669	346,319	358,893	373,804	\$888,704	\$309,594	
Use of money and property	3,144	4,684	11,216	21,397	17,897	12,089	\$945,887	\$329,669	
Intergovernmental	54,514	54,210	54,679	55,000	60,000	64,233	\$993,932	\$346,319	
Fees and services	161,840	157,299	177,343	168,964	131,762	53,558	\$1,042,573	\$358,893	
Other revenues	22,655	22,893	27,085	21,098	42,449	13,236			

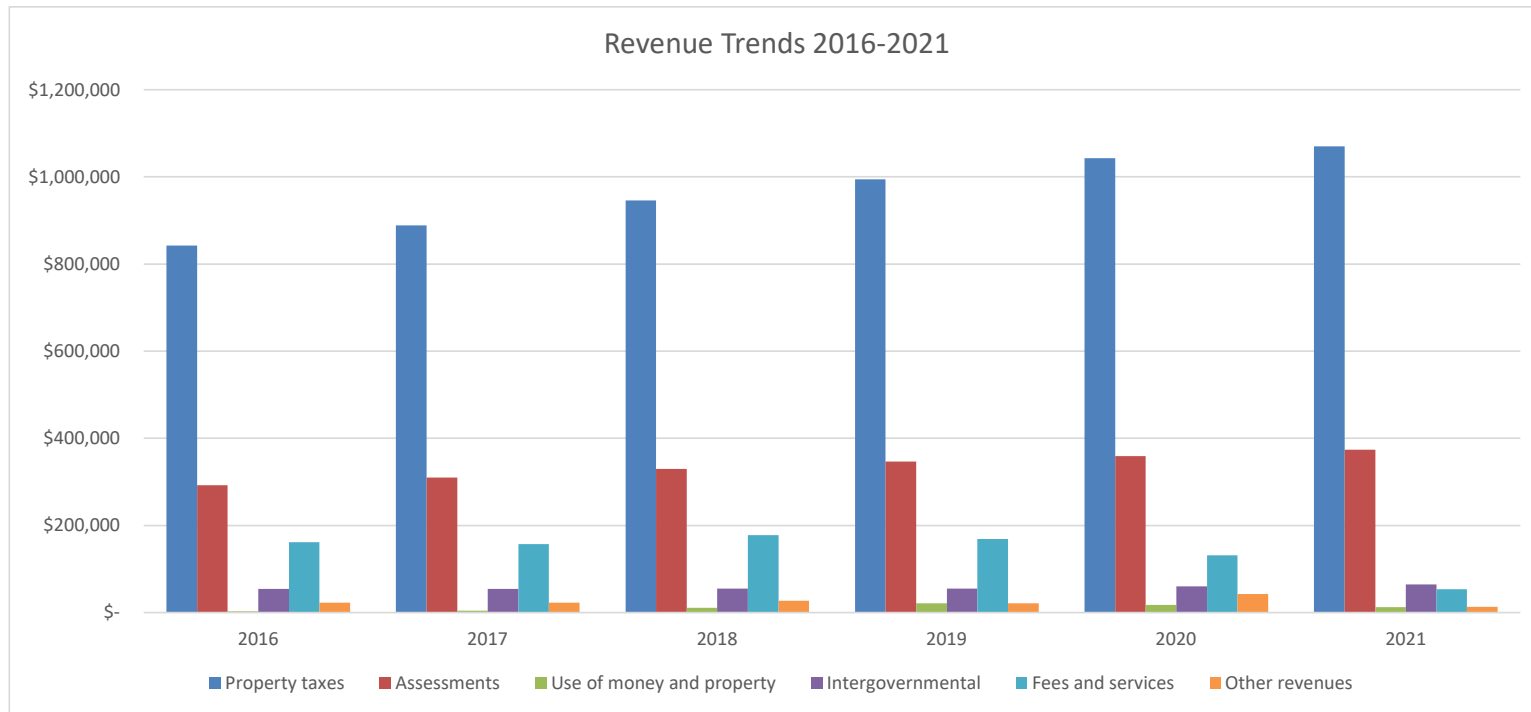
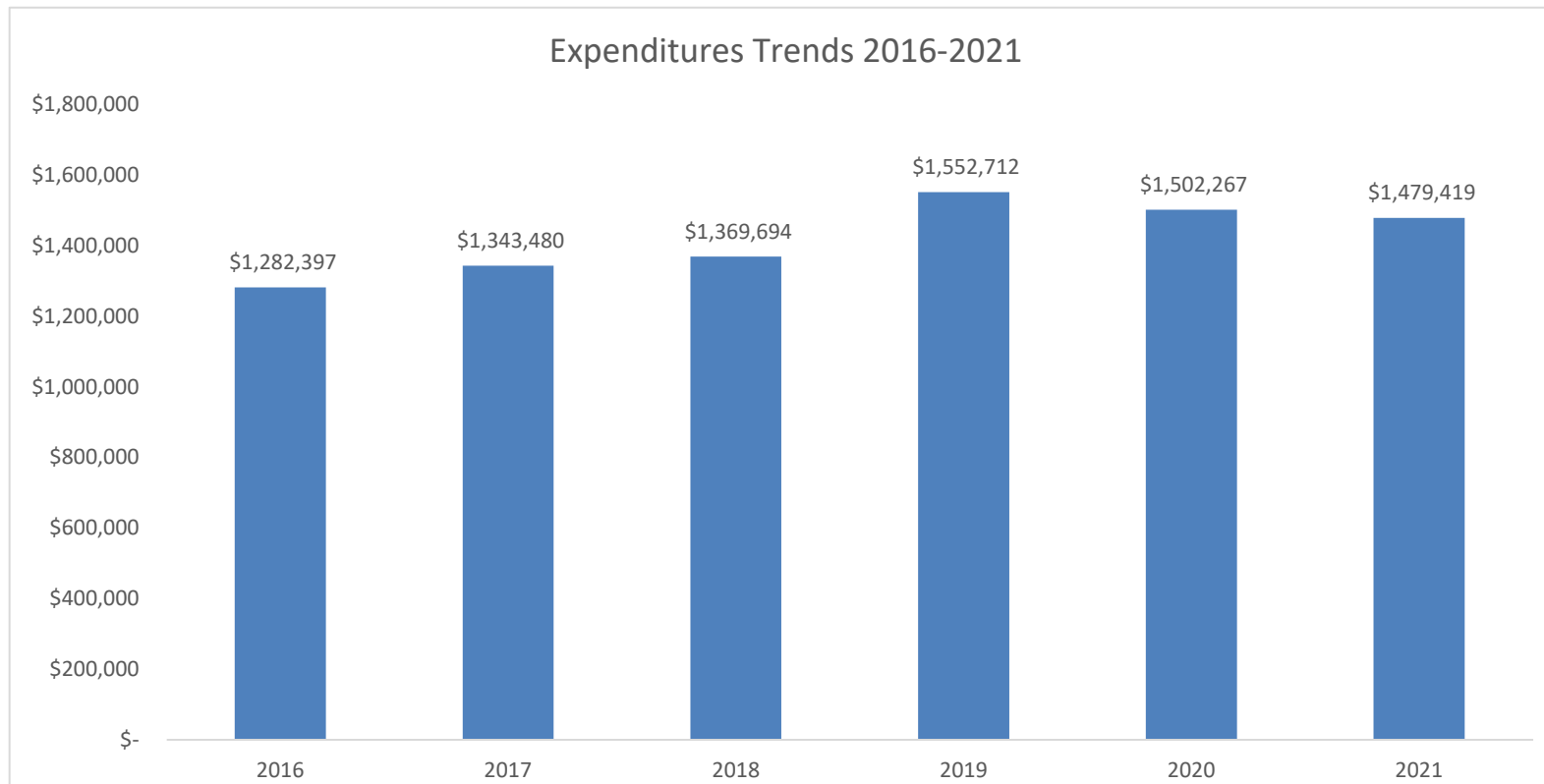
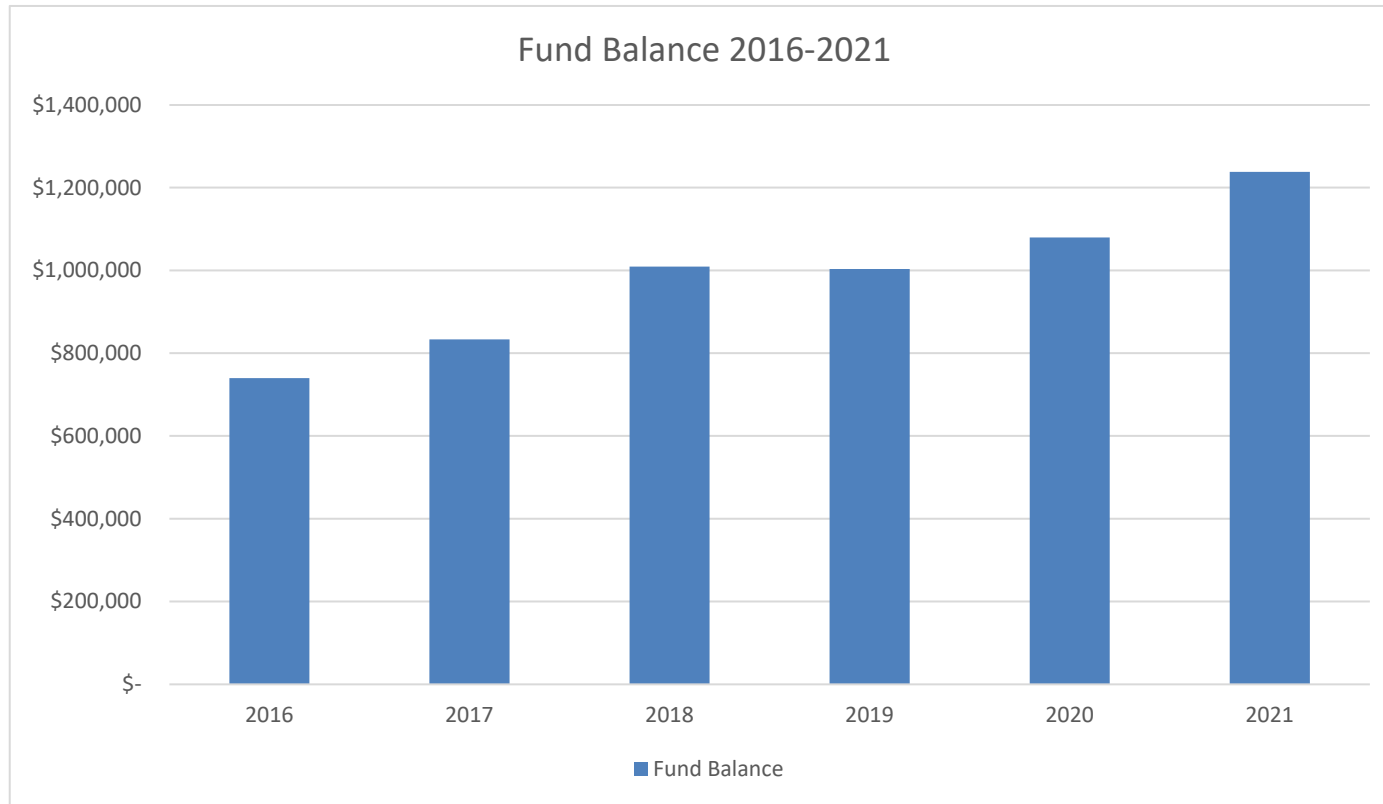


Table  
2016-2021 Total

Fiscal Year	Expenditures
2016	\$ 1,282,397
2017	\$ 1,343,480
2018	\$ 1,369,694
2019	\$ 1,552,712
2020	\$ 1,502,267
2021	\$ 1,479,419



	2016	2017	2018	2019	2020	2021
Fund Balance	\$ 739,612	\$ 833,116	\$ 1,009,301	\$ 1,003,299	\$ 1,079,606	\$ 1,238,182



**AGENDA**  
**ROSSMOOR COMMUNITY SERVICES DISTRICT**  
**BUDGET COMMITTEE MEETING**

RUSH PARK  
Administration Building  
3001 Blume Drive  
Rossmoor, California

**Thursday, February 25, 2021**  
**7:00 p.m.**

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**A. ORGANIZATION**

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors De Marco, Rips
3. PLEDGE OF ALLEGIANCE

**B. PUBLIC FORUM**

*Any person may address the members of the Budget Committee at this time upon any subject within the jurisdiction of the Budget Committee of the Rossmoor Community Services District.*

**C. REGULAR CALENDAR**

1. DISCUSSION REGARDING FY 2020-2021 MID-YEAR ADJUSTMENTS TO FUND 40 CIP BUDGET AND PROJECT LIST.
2. DISCUSSION REGARDING FY 2020-2021 MID-YEAR BUDGET ADJUSTMENTS

**D. ADJOURNMENT**

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the February 25, 2021, 7:00 p.m. Budget Committee Meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:

*Elizabeth Deering*  
\_\_\_\_\_  
Joe Mendoza  
General Manager

Date February 23, 2021

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM C-1**

**Date:** February 25, 2021  
**To:** Budget Committee  
**From:** Joe Mendoza, General Manager  
**Subject:** DISCUSSION REGARDING 2020-2021 MID-YEAR ADJUSTMENTS TO FUND 40 CIP BUDGET AND PROJECT LIST

**RECOMMENDATION**

Review the proposed mid-year adjustments to the approved FY 2020-2021 Fund 40 Capital Improvement Program (CIP) Budget as presented to and discussed by the CIP Committee at their February 25, 2021 meeting, and make recommendations to the Rossmoor Community Services (RCSD) Board of Directors.

**BACKGROUND:**

A CIP Committee (Directors DeMarco and Rips) met on February 25, 2021 to review the proposed mid-year adjustments to the approved FY 2020-2021 Fund 40 CIP Budget.

**INFORMATION:**

CIP

Suspended last year 2020-2021 due to COVID Completed the Rush Park parking lot project for \$— and was budgeted \$35,000.

Looking forward the CIP committee will be meeting in May 2021 to discuss the upcoming budget season 2021-2022. CIP for consideration are:

1. Rush Park Auditorium Flooring
2. Rossmoor Park Community Center Flooring
3. Rossmoor Park Parking Lot Resurfacing
4. Rossmoor Park Canopy
5. Rossmoor Park Playground

All these items will be discussed with the CIP committee and considered for the 2021-22 Budget.

**ATTACHMENTS:**

1. Completed Capital Projects (As of February 20, 2021)
2. RCSD Organizational Chart revised for 2021

## Completed Capital Projects (As of February 20, 2021)

ROSSMOOR PARK	YEAR COMPLETED	COST	LIFE EXPECTANCY	ANTICIPATED COST
Parking Lot	?	?	2022	\$16,500.00
ROOF REPAIRS-2YR WARRANTY	2018	\$6,000.00	2022	\$5,000.00
REMODEL COMMUNITY ROOM	2008-2009	\$38,250.00	2022	\$20,000.00
PLAYGROUND	2009	\$27,244.50	2022	\$100,000.00
ROSSMOOR & RUSH SMART METER WATER	2015	\$6,840.00	2025	\$8,000.00
TENNIS & BASKETBALL RESURFACING	2019	\$23,710.00	2025	\$20,000.00
VOLLEYBALL/BASKETBALL LIGHTS	2017	\$16,337.68	2027	\$5,000.00
DISCOVERY MOSCO REMOTE LIGHTING	2013	\$9,276.00	2028	\$5,000.00
COMMUNITY ROOM CARPETING	2018	\$3,406.00	2028	\$8,000.00
RETROFIT TENNIS LIGHTS TO LED	2019	\$16,940.00	2029	\$16,000.00
DRINKING FOUNTAINS	8/25/2016	\$8,076.00	2037	\$10,000.00
RUSH PARK	YEAR COMPLETED	COST	LIFE EXPECTANCY	ANTICIPATED COST
AUD-INSIDE PAINTING	2015	\$10,000.00	2020	\$10,000.00
PARKING LOT	2004 2020	? \$33,050	2027	\$40,000.00
AUD-CARPET	2010	?	2022	\$25,000.00
AUD-PARTITIONS	1983	\$2,652.00 (2019 Tune up)	2024	\$10,000.00
UPGRADE AUD LAMP & EMERGENCY EXIT LIGHTS	2014	\$17,300.00	2024	\$3,000.00
HVAC UNITS	2013	\$24,400.00	2027	\$25,000.00
RUSH AND ROSS PARK UPGRADE WALKWAY LIGHTS	2017	?	2027	\$6,000.00
AUD-OUTSIDE PAINTING	2020	\$10,000.00	2028	\$10,000.00
PLAYGROUND	2013	\$113,185.00	2029	\$120,000.00
UPGRADE LIGHTING AUD & OFFICE	2019	\$4,185.25	2029	\$20,000.00
REFURBISHED OUTSIDE BATHROOMS	2019	\$10,000.00	2029	\$15,000.00
AUD- STAGE LIGHTS LED	2020	\$14,263.00	2035	\$20,000.00
AUD-ROOF	2010	\$22,400.00	2035	\$30,000.00
SITE A CANOPY	2015	\$47,330.00	2035	\$50,000.00
PLAYGROUND SHADE CANOPY	2015	\$45,146.29	2035	\$50,000.00
STORAGE SHED	2010	\$39,740.00	N/A	N/A
SOFTBALL FIELDS	2009	\$39,000.00	N/A	N/A
MONTECITO CENTER	YEAR COMPLETED	COST	LIFE EXPECTANCY	ANTICIPATED COST
SLURRY PLAY AREA PARKING LOT	2020	\$2,500.00	2025	\$2,500.00
PARKING LOT	2019	\$5,000.00	2025	\$6,000.00
HVAC UNIT	2007	\$6,000.00	2027	\$10,000.00
LED LIGHTS	2018	\$5,357.11	2028	\$6,000.00
FLOORING	2019	\$12,000.00	2029	\$14,000.00

Last updated: 2/22/21



Rossmoor Community Services District

**Policy**

**No. 3020**

**BUDGET PREPARATION, ADOPTION AND REVISION**

**3020.10 Budget Calendar:** This policy shall serve as the budget calendar unless the Board modifies the dates herein. If so, the General Manager shall prepare and the Board shall adopt a budget calendar for the succeeding fiscal year at the March meeting of the Board.

**3020.20 Preliminary Budget:** A Preliminary Budget based on current year estimates to close and on forecasting of expected revenues and expenditures for the succeeding fiscal year shall be prepared by the General Manager by April 30. The Preliminary Budget shall conform to generally accepted accounting and budgeting procedures for special districts.

**3020.25 Public Works/CIP Committee:** The Public Works/Capital Improvement Projects (CIP) Committee is comprised of two Board members and the General Manager. The President of the Board appoints the members of the Committee

**3025.26 Capitol Project Budget:** Prior to the development of the Preliminary Budget, the Public Works/CIP Committee shall meet and make recommendations to the Board on recommended capital improvement projects for inclusion in the proposed Fund 40 budget portion of the Preliminary Budget. Capital improvement projects shall be those projects with an estimated cost of \$5,000 or over and have a five-year service life. Projects of a lesser amount or of less than a five-year service life will be included in the appropriate departmental budgets of Fund 10 of the Preliminary Budget.

**3020.30 Budget Committee:** The Budget Committee is comprised of two Board members and the General Manager. The President of the Board appoints members to the Committee.

**3020.31 Presentation of Preliminary Budget:** The Budget Committee shall review the Preliminary Budget prepared by the General Manager and make recommended changes. The General Manager shall present the amended Preliminary Budget to the Board at its meeting in May.

**3020.40 Preliminary Budget:** The proposed Preliminary Budget, as reviewed and amended by the Budget Committee, shall be reviewed and approved by the Board at its May meeting.

**3020.50 Appropriations Limit:** On or before July 1 of each year, the Board shall adopt a resolution establishing its appropriations limit pursuant to Section 61113 of the Government Code.

**3020.60 Public Hearing Notice:** On or before July 1 of each year, and at least two weeks before the hearing, a notice of public hearing shall be published in a newspaper of general circulation, which specifies the following:

**3020.61 Availability for Inspection:** The proposed Final Budget shall be available for inspection at a specified time in the District office.

**3020.62 Public Hearing:** The date, time and place of the meeting of the Board when the Board will meet to adopt the Final Budget and that any person may appear and be heard regarding any item in the budget or the addition of other items.

**3020.70 Second Public Notice:** The public notice must be published a second time at least



two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

**3020.80 Final Budget Adoption:** The General Manager shall submit a Final Budget to the Board as soon as practicable, but no later than the meeting of the Board in August. The Final Budget shall be based on the latest financial data available or the audited numbers for the previous fiscal year, if available. At the August Board meeting or sooner, the Board will hold the public hearing on the Final Budget and upon completion of the public hearing will consider adoption of the Final Budget. On or before September 1 of each year, the Board must adopt a Final Budget that conforms to generally accepted accounting and budgeting procedures for special districts. Immediately thereafter, the Board will adopt a Resolution stating the District Annual Budget Revenues and Expenses Totals by Fund.

**3020.90 County Auditor:** After Final Budget adoption and completion of the District's Financial Audit, the General Manager shall forward a copy of both documents to the County Auditor.

**3020.100 Budget Adjustment:** The Budget Committee shall review budget adjustments prepared by the General Manager prior to the February Board meeting. The General Manager shall present budget adjustment recommendations at the February meeting of the Board. The Board shall review current revenue and expenditure projections and make necessary adjustments to the current Budget, which are reflective of the District's current financial condition. The Board may adjust the budget by adoption of a resolution amending the budget.

**3020.110 Budgetary Control:** Control of movement of funds is governed by Policy No. 3021 Budgetary Control.

Amended: November 9, 2004

Amended: January 11, 2005

Amended: April 10, 2007

Amended: October 9, 2007

Amended: January 13, 2009

Amended: January 10, 2012

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM D-2**

**Date:** March 9, 2021

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Initiated by Administrative Assistant Liz Deering

**Subject:** ADMINISTRATIVE ASSISTANT REPORT

#### **RECOMMENDATION**

Receive and file the staff report and approve the following staff recommendation for agenda posting and meeting notifications: In addition to the legal posting requirements as set forth in Government Code section 54953.5(b), allow email list subscribers to receive automated e-mail notifications, the Friday before each regular board meeting, while staff is researching additional notification enhancements which may incur additional costs.

#### **BACKGROUND**

The Administrative Assistant Report is intended to provide the Board with the status of the District's administrative, public relations, and communication accomplishments in accordance with Goal VI – Communication, of the District's Mission, Goals and Objectives.

**GOAL VI—COMMUNICATION:** *The District will expand upon the availability of information to Rossmoor residents by communicating important and timely information.*

Objective 1: District Website/Social Media – Over the past year, the District has significantly reduced its in-person events and activities in response to COVID-19 and modified alternatives have been provided. Promotions have included: The Rush Park Bond Burning Ceremony celebrating the early pay-off of the Rush Park Bond, farewell receptions for outgoing board members Michael Maynard and Ron Casey, Halloween Drive-In Movie Event, Holiday Tree Lighting and Caroling Caravan Event, Free Mulch Pilot Program at Kempton Park, Board Meeting reminders and replays, and RCSD press releases. Additional co-agency public outreach and notifications included: Orange County Sheriff's Department street sweeping parking enforcement updates, Orange County Fire Authority holiday fire safety announcements, Orange County Public Works construction projects,

Rossmoor/Los Alamitos Sewer District Manhole project updates, and Rossmoor Homeowners Association events.

A landing page was added to the District website to sell Halloween Movie tickets. Website traffic is strong and continues to grow. Web content and promotions are continually enhanced. The General Clerk has been cross-trained, to upload files to the website in the Administrative Assistant's absence.

Objective 2: Quarterly Newsletter - The latest edition of the quarterly newsletter (January 2021) was prepared and distributed in electronic format. The publication covered several timely and popular topics and community interest articles. The newsletter continues to receive positive feedback and new e-subscribers. It also drives significant traffic to the District website and social media platforms. Press release and photograph submissions were published in the local newspaper.

Objective 3: Community Input - Traffic has been a particular topic of interest in recent months and several Traffic Committee meetings have been held to address resident concerns. Whenever possible, the District partners with the Rossmoor Homeowners Association, Los Alamitos Unified School District, California Highway Patrol and other agencies to amplify its promotional reach. The District traditionally sends out partnership communications with County agencies regarding items of benefit to our residents. Social media campaigns and post sharing have generated reciprocity as well as positive community feedback. We continue to receive inquiries and communications from the public via our website contact form.

Objective 4: Promotion of District Programs - The District's newsletter, e-blasts, flyers, brochures, signs, banners, website posts, press releases and social media continue to be successfully utilized in the promotion of District programs and events and have proven to be budget-friendly and effective. An example is the Free Mulch Program at Kempton Park. Long-time residents and volunteers, Milt and Bev Houghton, were formally recognized with custom proclamations of appreciation.

### **Additional Projects:**

Zoom Meeting Platform: At its February 9, 2021 Board Meeting the District implemented the popular Zoom Meeting Platform to provide residents who wished to attend board meetings and committee meetings with an additional option. We are still working to fine tune the details.

Rossmoor Park Tennis Schedule Display: District Staff is currently collaborating with BreaIT Services and RecDesk, on the installation of an LCD

monitor at Rossmoor Park. This customized system will allow the District to digitally display the tennis reservation schedule at the Rossmoor Park Main Office, which will automatically refresh every 10 minutes. As an added convenience, once the display is up and running, QR code signage will be installed at the courts so that tennis players can scan the QR code and view the schedule on their phones; thereby extending the reach of the monitor. This unique innovation will enhance customer service for tennis players, conserve staff time, and provide a cost savings to the District.

Meeting Notification Enhancements: On February 25, 2021, the Rossmoor Community Services District held a Special Meeting via Zoom to discuss a *Proposed Assembly Bill to Amend the Provisions of the Community Services District Law for the Rossmoor Community Services District*. The draft assembly bill had also been discussed during a prior RCSD ad hoc Legislative Committee Meeting. Although the February 25, 2021 Special Meeting of the Rossmoor Community Services District was posted in accordance with special meeting legal posting requirements as set forth in Government Code section 54953.5(b)., some members of the public opined that the 24-hour notice was insufficient in relation to the subject matter.

Please be advised, the Rossmoor Community Services District strictly adheres to the following posting and notification procedures as required by law:

Agenda Posting Locations:

- Two *Board Meeting Reminder* wall banners are posted at the intersections of Seal Blvd. and Katella Ave. and Seal Beach Blvd. and St. Cloud Rd.
- Hardcopies of all agendas are posted on the bulletin boards at Rush Park and Rossmoor Park.
- Electronic copies of the agendas are posted on the District website in the agendas and minutes section. A shortcut to this section can be found on the homepage, and in at least three other locations on the website.

Agenda Posting Timelines:

- All regular meetings are posted at least 72 hours in advance of the meeting, but typically sooner.
- Special meetings are posted at least 24 hours in advance of the meeting.
- Standing Committee agendas are posted at least 72 hours in advance of the meeting.
- Ad Hoc Committee agendas are posted at least 24 hours in advance of the meeting.
- Historically, Townhall meetings, and workshops are heavily promoted, and extensive outreach is done to ensure maximum public attendance and participation.

- The District strives to meet and exceed all legal agenda posting and notification requirements.

#### Additional Transparency Efforts

- All meetings are recorded and televised via LATV-3.
- The most recent board meeting is always available for viewing on our website, typically within 24 hours or less.
- Current and Past Board Meetings are available for viewing on the District's Vimeo.com channel.
- Board Meeting reminders are sent out periodically via email.
- Regular Board Meeting dates are advertised in the RCSD Quarterly Newsletter.

#### ZOOM Meetings

- The District added Zoom Meeting capabilities to its monthly board meetings, special meetings, and committee meetings, making it even easier for residents to participate.

#### Meeting Minutes

- Minutes of all regular meetings and special meetings are posted on our website in the same section as the agendas.
- Public Records requests may be submitted via the form on our website in the Transparency and Administrative Assistant sections. Forms can also be filled out and submitted in person during regular office hours.

#### **ATTACHMENTS**

1. Tennis Court Display Sample
2. Kempton Park Free Mulch Program Flyer

# ROSSMOOR PARK TENNIS COURT SCHEDULE DISPLAY



Scan Me



to view  
tennis schedule



Tennis | Calendar Page Refresh in: 9:56

2/24/2021	2/25/2021	2/26/2021	2/27/2021	2/28/2021
TENNIS COURT 1 7:00 AM - 11:00 AM Deau Bergant	TENNIS COURT 1 9:00 AM - 11:00 AM Deau Bergant	TENNIS COURT 1 9:00 AM - 10:00 AM Deau Bergant	TENNIS COURT 1 7:00 AM - 2:30 PM Deau Bergant	TENNIS COURT 1 8:00 AM - 9:00 AM Alshak Riad
TENNIS COURT 1 10:00 AM - 12:00 PM Deau Bergant	TENNIS COURT 1 4:30 PM - 6:00 PM Frank Mays	TENNIS COURT 2 1:00 PM - 4:00 PM Deau Bergant	TENNIS COURT 1 3:00 PM - 4:00 PM Julie Lee	TENNIS COURT 1 9:00 AM - 10:00 AM Alshak Riad
TENNIS COURT 1 1:30 PM - 4:00 PM Carmel Chatterjee	TENNIS COURT 2 7:30 PM - 9:00 PM Robert Liu	TENNIS COURT 3 4:00 PM - 5:00 PM Deau Bergant	TENNIS COURT 1 4:00 PM - 5:00 PM Erica	TENNIS COURT 1 2:00 PM - 3:00 PM Julie Lee
TENNIS COURT 2 7:00 AM - 9:00 AM Deau Bergant	TENNIS COURT 2 1:00 PM - 8:00 PM Deau Bergant	TENNIS COURT 2 9:30 AM - 10:00 AM Shirou Frost	TENNIS COURT 2 9:00 AM - 10:30 AM Mike Mays	TENNIS COURT 1 3:00 PM - 4:00 PM Julie Lee
TENNIS COURT 2 3:00 PM - 7:00 PM Deau Bergant	TENNIS COURT 3 5:30 PM - 6:30 PM Scott Hildebrand	TENNIS COURT 2 8:10 PM - 7:30 PM Deau Bergant	TENNIS COURT 2 2:00 PM - 3:00 PM Macy Roscoe	TENNIS COURT 3 9:00 AM - 10:00 AM Christine Kubler
TENNIS COURT 2 8:00 PM - 9:00 PM Neil Calverton	TENNIS COURT 3 7:00 PM - 9:00 PM Robert Liu	TENNIS COURT 4 2:30 PM - 5:00 PM Ermasda Motta	TENNIS COURT 3 8:00 AM - 12:30 AM Ermasda Motta	TENNIS COURT 4 9:00 AM - 10:00 AM Troyl Wiser
TENNIS COURT 3 7:30 AM - 9:00 AM Deau Bergant	TENNIS COURT 4 9:30 PM - 4:00 PM Ermasda Motta	TENNIS COURT 4 5:30 PM - 7:30 PM Ermasda Motta	TENNIS COURT 3 11:00 AM - 1:00 PM Ermasda Motta	TENNIS COURT 4 8:00 AM - 11:00 AM Troyl Wiser
TENNIS COURT 3 4:30 PM - 5:30 PM Scott Hildebrand	TENNIS COURT 4 1:30 PM - 3:30 PM Scott Hildebrand		TENNIS COURT 4 9:00 AM - 10:00 AM Renek Sault	
TENNIS COURT 3 6:00 PM - 7:00 PM Robert Liu	TENNIS COURT 4 6:10 PM - 7:30 PM Ermasda Motta		TENNIS COURT 4 11:00 AM - 12:00 PM Mike Mays	
TENNIS COURT 3 7:00 PM - 8:00 PM Robert Liu				



FREE MULCH



Bring your own shovel or pitchfork and containers



# 2nd & 4th saturday

KEMPTON PARK

11 am to 1 pm

For more info. 562-430-3707 x106

## A 2-4" LAYER OF MULCH AROUND YOUR PLANTS AND TREES WILL:

- Reduce water evaporation and keep soil moist
- Reduce weeds and the need for chemicals
- Add nutrients and organic matter to your soil

Keep mulch at least 2" away from trunks & plant stems



The RCSD is offering free mulch to residents for pick-up at Kempton Park on the 2nd & 4th Saturday of every month between 11 am and 1 pm. The mulch is provided by West Coast Arborist, Inc. and is comprised of wood chips that come from cut trees that are free from disease.



## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM D-3**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** MONTHLY TRAFFIC SAFETY UPDATE

#### **RECOMMENDATION**

Review and discuss information provided.

#### **BACKGROUND**

President Barke has requested the Rossmoor Community Services District (RCSD) staff provide a monthly update to the RCSD Board of Directors to keep the Board and community informed of measures being taken to address traffic safety within the Rossmoor community.

The General Manager presented a report at the February 9, 2021 RCSD Board meeting outlining the recommendations of the RCSD Traffic Safety Advisory Ad Hoc Committee as a result of their meeting on January 21, 2021. Subsequently, at their February 9 meeting, the RCSD Board moved to approve the addition of parking lanes from St. Cloud Drive to Montecito Road, through Orangewood Avenue. Orange County Public Works (OCPW) has confirmed that work will begin in July 2021 to stripe the parking lane lines as requested by the RCSD Board. This measure will change the width of driving lanes in order to slow down traffic.

#### **INFORMATION**

RCSD staff is working with OCPW to institute the following traffic safety measures:

1. Replace current 30-inch stop signs at Bradbury Road, Copa De Oro Drive, and Mainway Drive on both sides of Montecito Road, with 36-inch stop signs for better visibility. *This has been completed.*
2. Provide a strip of retroreflective material on the supports of the stop signs identified above; material to be at least 2-inches in width, placed for the full length of the support from the sign to within 2-feet above the edge of the roadway, and its color shall



match the background color of the sign, to further enhance visibility. *A work order has been prepared and installation is underway.*

3. Work with the California Highway Patrol (CHP) and OCPW to schedule their respective portable Radar Speed Feedback Sign (RSFS) trailers throughout the community during 2021. *The schedule has been completed and placement of the RSFS trailers is occurring as scheduled.*
4. OCPW is studying and identifying locations to place permanent Radar Speed Feedback Signs (RSFS) along Montecito Road and Orangewood Avenue. Recommended locations will be forthcoming.
5. The Traffic Safety Advisory Ad Hoc Committee suggested that research be done regarding the purchase of a portable RSFS trailer to supplement the trailers being placed by CHP and OCPW. This would provide increased awareness. Staff is researching the cost and working with OCPW and CHP to determine liability issues and whether these agencies would allow RCSD to have our own RSFS trailer to place in the community on a regular basis.
6. Staff is working with OCPW to secure a Geographic Information System (GIS) map that will show locations of existing street signs and street markings within Rossmoor. Upon receiving the information, a Traffic Safety Advisory Ad Hoc Committee meeting will be scheduled to evaluate the consistency of the existing signage and road markings throughout Rossmoor.

RCSD staff will be working with Los Alamitos Unified School District (LAUSD) to provide a comprehensive traffic safety program at each elementary school in Rossmoor. A progress report relative to the information provided above will be presented to the Traffic Safety Advisory Ad Hoc Committee at a future Committee meeting.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a.**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Initiated by Administrative Assistant Liz Deering  
**Subject:** REGULAR BOARD MEETING MINUTES OF FEBRUARY 9, 2021

**RECOMMENDATION:**

Approve the Minutes of the Regular Meeting of February 9, 2021 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their meeting of February 9, 2021 as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. RCSD Board Meeting Minutes of February 9, 2021



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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, February 9, 2021**

**A. ORGANIZATION:**

**1. CALL TO ORDER: 7:05 P.M.**

**2. ROLL CALL:** Directors DeMarco, Nitikman, Rips, Searles  
President Barke

**3. PLEDGE OF ALLEGIANCE:** Director Searles led the Pledge of Allegiance.

**4. PRESENTATIONS:**

**a. CALIFORNIA HIGHWAY PATROL OFFICER MATT MUSSELMANN RE:  
QUARTERLY TRAFFIC REPORT**

California Highway Patrol Officer Matt Musselmann presented the Rossmoor Quarterly Traffic Report. The presentation was received and filed.

**B. ADDITIONS TO AGENDA: None**

President Barke suggested Item H-3 be moved up in the agenda to allow CHP Officer Matt Musselmann to provide his input. Motion by President Barke, seconded by Director DeMarco to move Item H-3 RECAP OF THE JANUARY 21, 2021 TRAFFIC SAFETY ADVISORY AD HOC COMMITTEE MEETING ahead in the agenda.

**1. RECAP OF THE JANUARY 21, 2021 TRAFFIC SAFETY ADVISORY AD HOC COMMITTEE MEETING**

Discussion ensued relative to the January 21, 2021 Traffic Committee Meeting and cooperative mitigation strategies and solutions offered by the County of Orange, RCSD jurisdictional limitations, community buy-in and cooperative relationships. Officer Matt Musselmann provided his insight relative to school traffic. Motion by President Barke seconded by Director Nitikman to authorize the General Manager to work with Orange County Public Works on a comprehensive traffic mitigation plan for Rossmoor and provide the Board with a monthly update by way of an agenda item, so the Board could monitor progress and alter the traffic plan as needed. Friendly Amendment to the motion by Director Rips to include striping on Montecito Road and other areas of Rossmoor as recommended by Orange County Public Works. Motion passed 5-0.

**C. PUBLIC FORUM: None**

**D. REPORTS TO THE BOARD:**

**1. QUARTERLY TREE REPORT**

District Arborist Mary Kingman provided a report outlining the District’s urban forest management and activity over the quarter. The report was received and filed.

**E. CONSENT CALENDAR:**

**1a. MINUTES OF THE REGULAR BOARD MEETING—January 12, 2021**

DIRECTOR RIPS REQUESTED THAT ITEM E-1a. BE PULLED FROM THE AGENDA.

Director Rips requested that a sentence including his personal thanks to Milt and Beverly Houghton be added to his comments under Board Member Items. Motion by President Barke, seconded by Director Nitikman to approve Consent Calendar Item E-1a. Minutes of the Regular Board Meeting of January 12, 2021 with the addition to Board Member Comments as requested by Director Rips. Motion passed 5-0.

**1b. MINUTES OF THE PIFC BOARD MEETING—January 12, 2021**

Motion by President Barke, seconded by Director Rips to approve Consent Calendar Item E-1b Minutes of the PIFC Board Meeting as submitted. Motion passed 5-0.

**F. PUBLIC HEARING:** None

**G. RESOLUTIONS:** None

**ORDINANCES:** None

**H. REGULAR CALENDAR:**

It was announced that Rossmoor Resident Rolanda Schmidt was in attendance via Zoom to discuss Item H-2 RESIDENT PARKWAY TREE REMOVAL REQUEST. President Barke suggested that in the interest of efficiency, Item H-2 be moved up in the agenda. Motion by President Barke, seconded by Director Rips to move Item H-2 RESIDENT PARKWAY TREE REMOVAL REQUEST, ahead in the agenda.

**H-2 RESIDENT PARKWAY TREE REMOVAL REQUEST**

Discussion ensued relative to resident Rolanda Schmidt’s request to remove two Liquidambar parkway trees. District Arborist Mary Kingman presented her report and opined on her findings regarding the tree removal request. Further discussion ensued regarding the merit of the removal request, arborist reports, Liquidambar trees versus Crepe Myrtle trees, precedent setting concerns, removal, and replacement costs.

Motion by President Barke, seconded by Director Rips to approve resident Rolanda Schmidt’s request for removal of two Liquidambar parkway trees with either a 24” box or 36” box tree, whichever is deemed appropriate by District Arborist Mary Kingman, with the replacement cost of the new trees to be paid for by the resident.

Director Rips requested that a friendly amendment to the motion to add “In the event the County of Orange does not pay the tree removal costs, the resident will bear said cost and District

Arborist Mary Kingman will choose whatever size tree (24" box or 36" box) she deems appropriate for the space." The motion was amended to add Director Rips' language. Motion passed 5-0.

**1. ADOPTION OF POLICY NO. 1040, THE SEAL OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT**

In the interest of time, President Barke suggested that Item H-1 be tabled. Motion by President Barke, seconded by Director Rips to table Item H-1 Adoption of Policy No. 1040, the Seal of the Rossmoor Community Services District until the next meeting. Motion passed 5-0.

**2. RESIDENT PARKWAY TREE REMOVAL REQUEST**

This item was moved up in the agenda.

**3. RECAP OF THE JANUARY 21, 2021 TRAFFIC SAFETY ADVISORY AD HOC COMMITTEE MEETING**

This item was moved up in the agenda.

**4. ADOPTION OF THE 2021-2022 BUDGET CALENDAR**

Motion by President Barke, seconded by Director DeMarco to approve the 2021-2022 Budget Calendar as submitted. Motion passed 5-0.

**I. GENERAL MANAGER ITEMS:**

General Manager Joe Mendoza reported that the District has been working on the following projects: Discussion with Orange County Waste and Recycling regarding AB 939 the California Integrated Waste Management Act and the County's conversion to a three-barrel system, the upcoming Request for Proposals (RFP) for the collection of waste in Rossmoor, and inserting a performance clause into current contractor CR&R's agreement; The Trunk Project along Los Alamitos and Seal Beach Boulevard (manhole covers) will be scheduled by Orange County Public Works by summer 2021; Finalizing a resolution and agreement for Street Sweeping for approval by the Orange County Board of Supervisors, an RFP is being prepared should the District go out to bid for services; The General Manager and staff have been working with the District's contract accounting firm, the Pun Group. Ken Pun will present a full financial report to the Board at its March 9, 2021 regular Board meeting. Orange County remains in the COVID-19 purple zone; therefore, churches remain outside for services. Staff will continue to update the Board and community with the most current information possible. The report was received and filed.

**J. GENERAL COUNSEL ITEMS:**

Provided a brief overview of the preceding Brown Act Training and elaborated on parliamentary procedures as they pertained to substitute motions. The report was received and filed.

**K. BOARD MEMBER ITEMS:**

Director Searles thanked Art Remnet, District staff and Doug Wood for getting the Zoom platform up and running for tonight's meeting. He announced the following community events: RHA February 17<sup>th</sup> Blood Drive Event, RHA Orange County Supervisor Candidate Forum on February 25<sup>th</sup>, RHA Shredding Event on February 27<sup>th</sup>, and the March 9<sup>th</sup> Supervisorial Special Election. He stated that he was thankful that RCSD was able to host a polling location again at Rush Park for the special election. Director Searles thanked District Arborist Mary Kingman for her hard work. He stated that he was excited about the community education about the District's Tree Program and would like to see RCSD partner with the Los Alamitos School District to educate youth about trees. He opined that he had concerns about the lack of a crossing guard on the Rossmoor south side of Katella Avenue and requested that the General Manager reach out to the appropriate agencies to see if one could be added.

Director DeMarco stated that he liked the CR&R Report and oversight. He encouraged the District to continue monitoring CR&R's progress and asked that they be invited to a future board meeting to educate residents on their many services. Director DeMarco reported on his recent meeting with contractor R.F. Dickson to discuss changes to the street sweeping schedule. He added that while changing the schedule to alternate sides of the street was more complicated than initially realized, steady progress was being made.

Director Rips thanked President Barke and Director DeMarco for all their hard work on the Traffic Committee. Due to its impact on community safety, he encouraged the Board's commitment towards implementation of the proposed safety and traffic mitigation plan.

Director Nitikman thanked CHP Officer Matt Musselmann for his Quarterly Traffic Report and District Arborist Mary Kingman for all her hard work on the tree reports tonight. He stated that she was the agent behind the Board's policies and the District was fortunate to have her as its representative. Director Nitikman echoed Director Searles announcements about upcoming events and encouraged residents to attend the Candidate's Night Forum hosted by the Rossmoor Homeowners Association on February 25, 2021 at 7:00 p.m. He remarked that Rossmoor was lucky to have the unique opportunity to evaluate potential candidates.

President Barke provided the Board Members with the 2021 list of committee assignments. He added that if any Directors wanted to request a change of assignment, they were welcome to contact him. He added that he had left the ISDOC and OCTA committee assignments blank for now and requested that the General Manager work with General Counsel to revise and bring back Policy No. 5030, allowing the Board President to appoint residents including former directors to serve on committees and as representatives of the board to outside agencies and to allow the board to authorize remuneration to resident appointees, which was introduced at the January 12, 2021 Board Meeting, for review at a future meeting. He echoed Director DeMarco's comments regarding their meeting with R.F. Dickson's street sweeping company. He stated that being an unincorporated County island presented challenges regarding jurisdiction and highlighted the importance of strong relationships with County officials. President Barke stated that he supported the higher accountability being demanded of CR&R trash company. He requested that the General

Manager add Director Searles' request for a crossing guard on the Rossmoor side of Katella Avenue to the next Traffic Committee agenda.

**L. CLOSED SESSION:**

**AT 9:55 P.M. PRESIDENT BARKE OPENED THE MEETING UP FOR FURTHER PUBLIC COMMENT REGARDING THE CLOSED SESSION. SEEING NONE, PRESIDENT BARKE CLOSED PUBLIC COMMENT**

**AT APPROXIMATELY 9:56 P.M. THE BOARD ADJOURNED INTO CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to Subdivision (d)(1) of Section 54956.9, California Government Code

Churchill et al. v Orange County Sheriff Dept. et al. Orange County Superior Court, Case No. 30-2020-01175364-CU-CJC

**AT APPROXIMATELY 10:08 P.M. THE BOARD RECONVENED INTO OPEN SESSION**

General Counsel Tarquin Presiosi stated that there was no reportable action.

**M. ADJOURNMENT:**

Motion by Director Rips seconded by President Barke to adjourn the regular meeting at 10:09 p.m.

Motion passed 5-0.

**SUBMITTED BY:**

**Joe Mendoza  
General Manager**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1b.**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Initiated by Administrative Assistant, Liz Deering  
**Subject:** SPECIAL BOARD MEETING MINUTES OF FEBRUARY 9, 2021

**RECOMMENDATION:**

Approve the Minutes of the Special Meeting of February 9, 2021 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their meeting of February 9, 2021 as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Special Board Meeting Minutes of February 9, 2021





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

**SPECIAL MEETING / BROWN ACT STUDY SESSION**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, February 9, 2021**

**A. ORGANIZATION:**

- 1. CALL TO ORDER: 5:20 P.M.** by First Vice President Tony DeMarco
- 2. ROLL CALL:** Directors DeMarco, Nitikman, Rips, Searles  
President Barke had an excused absence
- 3. PLEDGE OF ALLEGIANCE:**
- 4. PRESENTATIONS:**

**B. SPECIAL CALENDAR:**

**1. THE RALPH M. BROWN ACT, PRESENTATION AND DISCUSSION**

General Counsel Tarquin Preziosi gave a training presentation to the Board of Directors on the Ralph M. Brown Act, Conflict of Interest protocols and best practice for social media use. He answered questions and briefly discussed parliamentary procedures. The presentation was received and filed.

**C. ADJOURNMENT:**

Motion by Director Nitikman, seconded by Director Rips, to adjourn the regular meeting at 6:15 p.m. Motion passed 4-0.

**SUBMITTED BY:**

**Joe Mendoza  
General Manager**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1c.**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Initiated by Administrative Assistant, Liz Deering  
**Subject:** SPECIAL BOARD MEETING MINUTES OF FEBRUARY 25, 2021

**RECOMMENDATION:**

Approve the Minutes of the Special Meeting of February 25, 2021 as prepared by the Board's Secretary/General Manager.

**BACKGROUND:**

The report reflects the actions of the Board at their meeting of February 25, 2021 as recorded by the Board's Secretary/General Manager.

**ATTACHMENTS:**

1. Special Board Meeting Minutes of February 25, 2021



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

**SPECIAL MEETING  
Via Zoom**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, February 25, 2021**

**A. ORGANIZATION:**

- 1. CALL TO ORDER: 8:10 A.M.** by President Jeffrey Barke
- 2. ROLL CALL:** Directors DeMarco, Nitikman, Rips, Searles  
President Barke
- 3. PLEDGE OF ALLEGIANCE:** President Barke
- 4. PRESENTATIONS:** None

**B. SPECIAL CALENDAR:**

**1. PROPOSED ASSEMBLY BILL TO AMEND THE PROVISIONS OF THE COMMUNITY SERVICES DISTRICT LAW FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT**

President Barke opened the meeting via Zoom. Discussion ensued regarding the recommendation to consider a draft Assembly Bill to amend provisions of the Community Services District Law for the Rossmoor Community Services District to provide for certain services and provide direction as appropriate.

As per President Barke, resident Michael Maynard provided some background regarding his time on the RCSD Board and provided historical context related to incorporation and Latent Powers.

General Counsel Tarquin Preziosi opined that there were two ways that a community could obtain additional powers; being granted Latent Powers by OC LAFCO, or by amending provisions of the Community Services District Law (Government Code section 61105).

President Barke opened the meeting up to public comment.

Resident Art Remnet, Scott Fox, Jerry Levy and other members of the public opined regarding what they perceived to be late notice in posting the agenda and the lack of public input on a matter concerning legislation affecting the community. Art Remnet stated that Rossmoor had twice voted against incorporation. Ralph Vartabedian stated that while there may be a sound reason to pursue, some elements of Latent Powers, he expressed concern

regarding the District's lack of administrative and political resources to manage law enforcement services.

General Manager Joe Mendoza stated that the meeting had been publicly and timely noticed and the agenda posted in accordance with the law.

President Barke stated that the reason for the urgency in scheduling the meeting was that Assemblymember Janet Nguyen (Assembly District 72), who represents the Rossmoor Community Services District (RCSD), has agreed to introduce a bill to the Assembly that would amend the provisions of the Community Services District Law for the RCSD. The draft bill must be submitted by the Friday, February 26, 2021 deadline, or the bill could not be considered this year. The proposed bill would amend the provisions of the Community Services District Law (Government Code section 61105) to authorize the Rossmoor Community Services District to contract directly for the provision of street sweeping services, animal control services, waste handling services, establish parking restrictions, preferential parking permits and/or to restrict parking on certain streets, and to provide law enforcement services by agreement with another public entity, as provided. Therefore, this matter is being presented to the RCSD Board of Directors for consideration and direction.

President Barke opened the meeting up for Board Member comments.

Director Nathan Searles opined that while he liked the idea of local control, he was unsure how it would impact taxes and service funding in Rossmoor. He stated that he preferred more community input and transparency. Orange County Supervisor Michelle Steel's vacant seat had not been filled yet. He recommended that the draft bill be delayed until the next legislative session.

Director Rips opined that he appreciated the historical comments from his fellow Directors. He stated that Latent Powers were originally considered due to residents calling the District with complaints about services and situations in Rossmoor outside of the District's jurisdiction. He added that while he was satisfied that all the posting and notification legal requirements had been met, he was concerned about the public's perception surrounding transparency on the part of the District and preferred more community input prior to moving forward with the draft bill.

Director Nitikman stated that approving the draft bill was the start of a process. If the District failed to seize the bill sponsorship opportunity offered by Assemblywoman Janet Nguyen, the process would be delayed for at least another year. He recommended that the draft bill be approved as a placeholder after being modified to include language that made it mandatory to have public input prior to moving forward. He added that he wanted it made clear to Assemblywoman Janet Nguyen and the incoming Orange County Supervisor that public support is crucial.

Director DeMarco concurred with Director Nitikman that the meeting was properly noticed, and he supported staff and they do a tremendous job. He remarked that there was always the potential to improve communication and the District would explore other options. He stated that if the District got a bill in place he would commit to public outreach, townhall meetings and discussions with the community regarding the plan moving forward, just as RCSD did with street sweeping.

President Barke requested that an item be added to the March agenda to discuss the board meeting notification process and potential ways to improve. He stated that it was very difficult to get a bill sponsored in the State of California, and the Assembly bill was a good opportunity.

Motion by President Barke, seconded by Director DeMarco to allow Assemblywoman Janet Nguyen to put the draft Assembly Bill forward as a placeholder, with the commitment to work with the incoming Orange County Supervisor to update the bill's language, if necessary, and to start discussions regarding, if the bill is successful, how ultimately would the Rossmoor Community Services District exercise the rights to activate additional Latent Powers, should the Directors choose to exercise those rights.

Motion passed by roll call vote, 4-1, with Director Searles voting No.

**C. ADJOURNMENT:**

Motion by President Barke, seconded by Director Rips, to adjourn the regular meeting at 9:17 a.m.  
Motion passed 5-0.

**SUBMITTED BY:**

**Joe Mendoza**  
**General Manager**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-1**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** Budget Committee  
**Via:** General Manager Joe Mendoza  
**Subject:** RESOLUTION NO. 21-03-09-01 ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET TOTAL AMOUNTS FOR FISCAL YEAR 2020-2021 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

**RECOMMENDATION:**

Approve Resolution No. 21-03-09-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET TOTAL AMOUNTS FOR FISCAL YEAR 2020-2021 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

**BACKGROUND:**

Approval of Resolution No. 21-03-09-01 is in keeping with SB 135 which requires approval by resolution of the Final Budget by the Board of Directors. This action establishes budgetary control by the Board at the Fund level. Further, adjustments to the Final Budget also require a resolution. Attached is Resolution No. 21-03-09-01 and the Mid-year Final Budget Revenues and Expenditures Total Amounts Summary (*Attachment A*).

Also in accordance with Policy No. 3020, the Budget Committee shall review budget adjustments prepared by the General Manager prior to the February Board meeting.

As stated in Item D-1, the Budget Committee met on February 25, 2021 to discuss the recommendations of the Public Works/CIP Committee and make recommendations on the District's FY 2020-2021 Mid-Year Budget

adjustments. The proposed Amended Budget incorporates the Budget Committee's recommendations. Revisions to the Amended Budget by the Board may be made during discussion of this Agenda Item.

**ATTACHMENTS:**

1. Resolution No. 21-03-09-01 with Attachment A—Mid-year Final Budget Revenue and Expenditure Total Amounts Summary.

**RESOLUTION NO. 21-03-09-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR  
COMMUNITY SERVICES ESTABLISHING THE MID-YEAR BUDGET  
REVENUE AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL  
YEAR 2020-2021**

**WHEREAS**, the Rossmoor Community Services District Budget Committee did discuss and recommend approval of the District’s Fiscal Year 2020-2021 Budget at its Committee Meeting on February 25, 2021.

**WHEREAS**, the Rossmoor Community Services District did discuss and approve the District’s Fiscal Year 2020-2021 Mid-Year Budget at its Regular Meeting on March 9, 2021.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Rossmoor Community Services District that it hereby establishes the Mid-Year Budget Revenue and Expenditure Totals, by Fund in the amounts specified in Attachment A for the Fiscal Year 2020-2021.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of March 2021.

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Jeff Barke, President

ATTEST:

\_\_\_\_\_  
Joe Mendoza, Secretary  
Rossmoor Community Services District



**ATTACHMENT A**

ANNUAL FISCAL YEAR 2020-2021 ANNUAL AMENDED BUDGET REVENUE  
AND EXPENDITURE TOTALS AMOUNT SUMMARY

**TOTAL FUND REVENUES**

FUND 10	\$1, 719,495
FUND 20	\$433,324
FUND 40	\$45,566

**TOTAL ALL FUNDS** **\$2,198,385**

**TOTAL FUND EXPENDITURES**

FUND 10	\$1,493,285
FUND 20	\$433,324
FUND 40	\$40,000

**TOTAL ALL FUNDS** **\$1,966,609**

## ROSSMOOR COMMUNITY SERVICES DISTRICT

### Agenda Item H-1

**Date:** March 9, 2021

**To:** Honorable Board of Directors

**From:** RCSD, General Manager

**Subject:** YOUTH CENTER ROSSMOOR PARK SUMMER DAY CAMP AND AFTER SCHOOL PROGRAM COOPERATIVE PROGRAM AGREEMENT AT ROSSMOOR PARK AND RUSH PARK (2021-2024)

#### **RECOMMENDATION:**

Approve the request of Lina Lumme, Executive Director of the Youth Center, to continue a partnering relationship with the RCSD in providing the annual Summer Day Camp Program and R.A.S.C.A.L.S. After School Program at Rossmoor Park and Rush Park.

#### **BACKGROUND:**

The Youth Center has provided an annual Summer Day Camp Program at Rossmoor Park since 1988. The Camp provides daily activities to youth who participate throughout the summer in the program. The program is typically conducted Monday thru Friday between the hours of 7:00 a.m. and 4:00 p.m. at Rossmoor Park. Extended child care is provided until 7:00 p.m.

It has been a goal of the RCSD to provide recreational programs that are a benefit to the community. The Youth Center's Rossmoor Park Summer Day Camp and After School Program provide the District with the opportunity to continue offering an exciting and popular program within the community on a continuing basis.

Staff has also created a Cooperative Programming Agreement that would encompass both the Day Camp and the proposed After School Program at Rossmoor Park and Rush Park. The Agreement outlines roles and responsibilities of both the District and the Youth Center. The Agreement includes insurance requirements, use of the facility, maintenance

responsibilities, etc. The Agreement has been reviewed by the District's General Counsel, who has no issues with the attached agreement.

**ATTACHMENTS:**

1. Cooperative Program Agreement (2021-2024)
2. Exhibit A: Scope of Services
3. Exhibit B: Schedule of Use

**COOPERATIVE PROGRAMMING AGREEMENT  
BETWEEN  
ROSSMOOR COMMUNITY SERVICES DISTRICT AND  
LOS ALAMITOS YOUTH CENTER  
(2021-2024)**

This Agreement (“Agreement”) is made and entered into this day of March 9, 2021, by and between Rossmoor Community Services District, a public agency (“District”), and Los Alamitos Youth Center (“Youth Center”), a non-profit organization. The District and Youth Center are sometimes referred to in this Agreement, each individually as a “Party,” or collectively, as the “Parties.”

**RECITALS**

WHEREAS, the District owns the property located at 3232 Hedwig Road, Rossmoor (“Community Center”);

WHEREAS, the Parties desire to make available to the residents of Rossmoor and other individuals a Rossmoor Park Summer Day Camp program and After School Program in an economical and efficient manner;

WHEREAS, Youth Center has operated the Day Camp at the Rossmoor Park Community Center since 1988;

WHEREAS, the District and Youth Center have the mutual interest in providing the Rossmoor Park Summer Day Camp and After School Program at the Rossmoor Park Community Center and Rush Park Auditorium;

NOW, THEREFORE, DISTRICT AND YOUTH CENTER AGREE AS FOLLOWS:

**1. THE PROGRAM**

- 1.1 The Rossmoor Park Summer Day Camp and After School Program (collectively, the “Joint Program”) shall be coordinated jointly by the Recreation Department of the District and the Youth Center.

**2. AGREEMENT**

- 2.1 District grants the Youth Center a non-exclusive license (“License”) to utilize the Community Center, and Community Center patio, kitchen, the Rush Park Auditorium and Picnic Site C for its summer day camp program for the term of the Agreement. The District also grants the use of the Community Center and Community Center patio by use of the Youth Center for its After School Program for the term of the License. The spaces Youth Center is authorized to use pursuant to this License are collectively referred to herein as “Premises.” The License shall be used in accordance with the Scope of Services indicated on Exhibit A, attached hereto and incorporated by this reference, and the terms and conditions set forth herein below. Youth Center shall not use the Premises in any manner contrary to the terms of this Agreement without District’s prior written consent.
- 2.2 No Leasehold. No legal title or leasehold interest in the Premises is created or vested in Youth Center by the grant of this License.

### **3. FEE WAIVER AND OPERATING COST**

- 3.1 Fee Waiver. District grants use on a co-sponsorship basis waiving all fees associated with use of the Community Center and kitchen during the hours depicted in Schedule of Use indicated on Exhibit B, attached hereto and incorporated by this reference.
- 3.2 Operating Costs. Youth Center shall pay to the District Four Thousand Dollars (\$4,000.00) per year to meet its obligation to defray the District’s operating costs, as referred to in Sections 8.2 and 9.8 herein, which shall be due on September 1st of each year.

### **4. TERM AND TERMINATION**

- 4.1 The operating term of this Agreement and the License shall be from March 9, 2021 to March 8, 2024. This Agreement, and the License granted hereunder, may be terminated by District at any time upon giving 90 days written notice to Youth Center. Youth Center may terminate this Agreement upon giving 90 days written notice to District. This Agreement, and the License granted hereunder, are not transferable or assignable by Youth Center to any other person or entity without the prior written consent of District.
- 4.2 This Agreement, and the License granted hereunder, may be terminated by the District immediately based upon a breach by Youth Center of any of the terms and conditions of this Agreement.

## **5. MUTUAL RESPONSIBILITIES**

- 5.1 Approval of the Joint Program between the District and the Youth Center shall be by mutual agreement of the District and the Youth Center.
- 5.2 The District and Youth Center shall each be responsible for the ongoing maintenance and upkeep of their respective facilities used for the Joint Program.

## **6. USE OF PREMISES**

- 6.1 Schedule of Use. Youth Center shall comply with the Schedule of Use. District reserves the right to use, sublease, or license the Premises to third parties. Youth Center is aware and acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the District and agrees to indemnify and hold District harmless for any such changes to the Schedule of Use.
- 6.2 Permissible Uses. Youth Center shall only be permitted to use the Premises for day camp and after school activities and programs. Youth Center shall not use the Premises for any other purpose without first obtaining District's written consent. Youth Center agrees not to use the Premises for any immoral or unlawful purpose.
- 6.3 Preservation of Insurance. Youth Center shall not commit any acts on the Premises, nor use the Premises in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises.
- 6.4 Vacating Premises. On or before the effective date of termination of this Agreement and/or License, Youth Center shall vacate the Premises, remove all of Youth Center's personal property from the Premises, and leave the Premises in good order and repair, subject to the satisfaction of District.
- 6.5 No Waste or Nuisance. Youth Center shall not commit any waste or any public or private nuisance upon the Premises.
- 6.6 Legal Compliance. Youth Center shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use the Premises.

- 6.7 Water Preservation. Youth Center shall make every effort to conserve water use in times of drought.
- 6.8 Appropriate Attire. Youth Center shall maintain appropriate dress code for providing recreation activities.

**7. HOURS OF USE**

- 7.1 Youth Center agrees to use the Premises in accordance with Schedule of Use.
- 7.2 Requests for additional hours of use for staff trainings/activities may be granted with written approval from the District within 30 days of scheduled of scheduled event.

**8. RESPONSIBILITIES OF THE DISTRICT**

The responsibilities of the District shall be as follows:

- 8.1 The District agrees to share the financial cost of maintaining the facilities.
- 8.2 The District shall be responsible for sharing the costs of utilities, janitorial services, and turf repair for the Premises, based on an annual negotiated amount.
- 8.3 The District agrees to repair, or schedule repair for the cost of repairing, damage to the Premises during period of use by the Youth Center, where such damage may be attributed to ordinary or reasonable use of the Premises.
- 8.4 District agrees to provide carpet cleaning supplies for Youth Center's utilization.
- 8.5 District agrees to review proposed monthly calendar of activities submitted by Youth Center After School program staff.
- 8.6 District agrees to review monthly program evaluations submitted by Youth Center to determine if responsibilities of Youth Center are met as outlined in Agreement.
- 8.7 District agrees to cooperate with Youth Center in the distribution of informational materials about Joint Programs.
- 8.8 District agrees to coordinate a dumpster rental for the last day of Day Camp for Youth Center to dispose of additional trash items.

## **9. RESPONSIBILITIES OF YOUTH CENTER**

The responsibilities of Youth Center shall be as follows:

- 9.1 Youth Center agrees to provide staffing for day camp and after school activities and programs and pay all costs associated with employment of staff. A minimum of two staff members shall be provided and compensated daily for the After School program. A minimum ratio of one staff for every ten children shall be required for Day Camp.
- 9.2 Youth Center agrees to clean facility and patio areas daily or as needed as outlined in the Scope of Services indicated on Exhibit A.
- 9.3 Youth Center agrees to provide the District with a proposed after school program activity calendar by the 15th of every month
- 9.4 Operate the Premises during posted hours of operation.
- 9.5 On a monthly basis, Youth Center agrees to provide the District with a monthly summary of activities and programs offered the previous calendar month including number of attendees.
- 9.6 Youth Center agrees to adopt the principles of a sound risk management program. Whenever possible, risk shall be avoided. All Youth Center officers, and employees exercising rights granted by this License on behalf of Youth Center or pursuant to this License, shall have background checks, and be CPR/AED certified at the sole expense of Youth Center.
- 9.7 Youth Center agrees to properly train and supervise staff and volunteers and pay for any additional off-site recreation trainings that would benefit staff and/or volunteers.
- 9.8 Youth Center agrees, at its sole cost and expense, to repair any damage that occurs to the Premises during period of use by Youth Center, except where such damage may be attributed to ordinary or reasonable use of the facility. Youth Center also agrees to reimburse the District for an agreed upon annual negotiated operating cost, pursuant to Sections 3.2 and 8.2 herein.
- 9.9 Youth Center agrees to defend, indemnify and hold the District harmless as more fully set forth in Section 10, below.
- 9.10 Commencing December 31, 2021 and continuing thereafter for the duration of this Agreement, Youth Center shall provide to the



District an annual report that tallies the number of students residing each in Rossmoor, Los Alamitos, Seal Beach or any other city or other political subdivision, that are enrolled in any after school program authorized under this Agreement.

## **10. INDEMNITY**

- 10.1 Youth Center shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with the Youth Center's use of District property hereunder or Youth Center's failure to comply with any of its obligations set forth in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Youth Center's legal counsel unacceptable, then Youth Center shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Youth Center shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- 10.2 The requirements as to the types and limits of insurance coverage to be maintained by Youth Center as required by Section 11, below, and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Youth Center pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

## **11. INSURANCE**

Youth Center, at its own expense, shall obtain and maintain in effect at all times during the term of this License the following insurance policies:

- 11.1 Workers Compensations Insurance as required by law. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the District, its officers, agents,

employees, and volunteers for losses arising from work performed by Youth Center pursuant to this Agreement.

- 11.2 Commercial or Comprehensive General Liability Coverage. Youth Center shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 11.3 Automobile Liability Coverage. Youth Center shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Youth Center arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 11.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by District, and shall be endorsed as follows. Youth Center also agrees to require all contractors, and subcontractors to do likewise.
  - 11.4.1 The District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the Youth Center.
  - 11.4.2 This policy shall be considered primary insurance as respects the District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with this policy.
  - 11.4.3 This insurance shall act for each insured and additional insured as though a separate policy had been written for

each, except with respect to the limits of liability of the insuring company.

- 11.4.4 The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees, or agents.
- 11.4.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents, or volunteers.
- 11.4.6 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the District.
- 11.5 Youth Center agrees to provide immediate notice to District of any claim or loss against Youth Center and/or District arising out of the use of District property under this Agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.
- 11.6 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Youth Center shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 11.7 Youth Center shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.
- 11.8 Failure on the part of the Youth Center to procure or maintain required insurance shall constitute a material breach of this Agreement under which the District may terminate this Agreement and the License pursuant to Section 4, above.

## **12. MISCELLANEOUS**

- 12.1 Entire Agreement. This Agreement, dated March 9, 2021, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made

shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

12.2 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.

District: District Manager of RCSD  
3001 Blume Drive  
Rossmoor, CA 90720

Youth Center: Los Alamitos Youth Center  
10909 Oak Street  
Los Alamitos, CA 90720

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.

12.3 Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

12.4 No Brokers. Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this Agreement.

12.5 Counterparts. This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

12.6 Binding Authority. 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.

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Mendoza  
General Manager

**LOS ALAMITOS YOUTH CENTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tarquin Preziosi  
General Counsel

**Exhibit A-1: Scope of Services**

**Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs**

**I. RECREATIONAL OFFERINGS**

- A. The Youth Center staff shall be responsible for implementing planned Recreation activities with program participants while maintaining a safe play environment and promoting health and physical fitness.
- B. The ages for program participants shall be age five (5) to twelve (12). Volunteers must be age fourteen (14).
- C. The Youth Center may offer pre-planned drop-in activities for toddlers as part of their program offerings.

**II. PREVENTATIVE MAINTENANCE**

- A. The Youth Center shall be responsible for cleaning Community Room, Auditorium, kitchen and patio area daily as follows;
  - Cover picnic tables daily
  - No glitter or paint used inside Community Room or Auditorium
  - No food or drink allowed inside Community Room
  - Trash pick-up hourly or as needed
  - Vacuum daily
  - Windex windows/doors daily
  - Empty trash daily
  - Clean kitchen daily
- B. It is required restrooms are cleaned daily and deep cleaned on Fridays
- C. Fridays the patio area shall be hosed down
- D. Following the conclusion of Day Camp, the Youth Center agrees to schedule and pay for the patio area to be pressure washed and the carpet professionally cleaned.

**III. ELECTRONIC DEVICES**

- A. The Youth Center shall implement appropriate electronic device policies for employees and to use sound judgment

**Exhibit B-1: Schedule of Use**

**Use of Rossmoor Park for Youth Center's Summer Day Camp & Rossmoor Park and Rush Park After School Programs**

**I. HOURS OF USE—ROSSMOOR PARK SUMMER DAY CAMP**

- A. The Youth Center will have use of the Rossmoor Park Community Room (Community Room) for up to 11 weeks of the summer from 7:00am to 7:00pm. Setup may begin up to 5 days prior to the commencement of Summer Day Camp.
- B. The Youth Center will utilize the Community Room on a Saturday for their annual staff training not to conflict with the Annual LAGSL Tournament.
- C. On the 3<sup>rd</sup> Tuesday of each month, the Youth Center agrees to vacate the Community Room by 6:00pm for the Rossmoor Homeowner's Association's regularly scheduled Board meetings.
- D. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may include staff meetings/trainings/program events or special activities.
- E. Youth Center will utilize inside facility from 7:00AM to 9:00AM and 5:00PM to 7:00PM daily. An additional 1 ½ to 2 hours of use will be jointly agreed to by Youth Center Directors and RCSD staff prior to commencement of Day Camp.

**II. HOURS OF USE—ROSSMOOR PARK and RUSH PARK AFTER SCHOOL PROGRAMS**

- A. The Youth Center will have use of the Community Room to coincide with the Los Alamitos Unified School District (LAUSD) Elementary School schedule
- B. On the 2<sup>nd</sup> Tuesday of each month, the Youth Center agrees to vacate the Auditorium by 6:00pm for the Rossmoor Community Services District's regularly scheduled Board meetings.
- C. Program must utilize Canopy A at Rush Park on a daily basis when available.
- D. Program must adapt to another room or location based on availability when there are reservations or events in the Auditorium.
- E. Program must be adapted to open early on Minimum days and conclude by 6:00pm Monday thru Friday
- F. Requests for additional dates and/or hours of use shall be submitted within 30 days of request.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-2**

**Date:** March 9, 2021

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK

**RECOMMENDATION:**

Approve new Professional Services Agreements with Tennis Instructors Fernando Molina and Beau Berglund to provide tennis instruction at Rossmoor Park.

**BACKGROUND:**

For the past, several years the District has had Professional Services Agreements with Mr. Fernando Molina and Mr. Beau Berglund for the provision of tennis instruction at Rossmoor Park. Mr. Molina and Mr. Berglund have been in full compliance with the terms of their agreements for the last two years and staff has negotiated a renewal of the professional service agreements for a period of an additional two years, from March 2021 to March 2023. Tennis fee information gathered from the surrounding communities, continue to ensure our District is keeping up with the economy by incrementally adjusting. The proposed increases over the length of the agreement will help us reach the goal of 25% of fees collected which falls into the standard range of 25% to 35% used as a common practice throughout other agencies in southern California.

**ATTACHMENTS:**

1. Draft Proposed Agreements
2. Rossmoor Tennis Financial Breakdown



**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 9th day of March, 2021 (“Effective Date”) by and between the Rossmoor Community Services District, a public agency (“District”) and Beau Berglund, an individual and tennis professional (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons (“Services”) to individuals who desire such Services at District’s tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

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 Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. 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.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

5. Conformance to Applicable Requirements and Coordination of Services. All Services provided 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 at all reasonable times.

6. Standard of Care. 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 himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

7. Insurance. Contractor shall, at his 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. 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); and (2) *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*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; and (2) *Automobile Liability*: Sufficient coverage per accident for bodily injury and property as determined by the General Manager.

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contractor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) On a monthly basis throughout the term of this Agreement, Contractor shall submit to District a written statement which sets forth, in detail, the following: (i) the date and time of each tennis lesson given; (ii) the corresponding fee imposed and collected for each lesson; (iii) the total amount of fees imposed and collected during the time period of the applicable statement; and (iv) the total amount of hours reserved, but Services not provided.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, fourteen dollars (\$14.00) per hour from the Effective Date through December 31, 2021, and fifteen dollars and fifty cents (\$15.50) per hour commencing January 1, 2022 for each individual who receives a tennis lesson and/or each court hour.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for three (3) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) 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 requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) Should this Agreement be extended or renewed, commencing on the date of said extension or renewal, and every two (2) years thereafter, the amounts remitted to the District as payment set forth in subsection (c), above, shall be adjusted based on the combined (2) two year Consumer Price Index (CPI) and rounded to the nearest half dollar.

9. General Provisions.

(a) 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 not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice (“DOJ”) Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff’s Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) 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. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

**Contractor:** Beau Berglund  
12100 Montecito Road #141  
Rossmoor, CA 90720

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90720  
Attn: 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.

(d) Attorney’s 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.

(e) Indemnification. Contractor shall indemnify, defend, with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney’s fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or his failure to comply with

any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

(g) 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.

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**BEAU BERGLUND**

By: \_\_\_\_\_  
Joe Mendoza  
General Manager

By: \_\_\_\_\_  
Beau Berglund

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
General Counsel

Date: \_\_\_\_\_

Fernando Molina

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 9th day of March, 2021 (“Effective Date”) by and between the Rossmoor Community Services District, a public agency (“District”) and Fernando Molina, an individual and tennis professional (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons (“Services”) to individuals who desire such Services at District’s tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

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 Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. 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.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

5. Conformance to Applicable Requirements and Coordination of Services. All Services provided 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 at all reasonable times.

6. Standard of Care. 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 himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

7. Insurance. Contractor shall, at his 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. 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); and (2) *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*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; and (2) *Automobile Liability*: Sufficient coverage per accident for bodily injury and property as determined by the General Manager.

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contractor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) On a monthly basis throughout the term of this Agreement, Contractor shall submit to District a written statement which sets forth, in detail, the following: (i) the date and time of each tennis lesson given; (ii) the corresponding fee imposed and collected for each lesson; (iii) the total amount of fees imposed and collected during the time period of the applicable statement; and (iv) the total amount of hours reserved, but Services not provided.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, fourteen dollars (\$14.00) per hour from the Effective Date through December 31, 2021, and fifteen dollars and fifty cents (\$15.50) per hour commencing January 1, 2022 for each individual who receives a tennis lesson and/or each court hour.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for three (3) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) 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 requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.



(h) Should this Agreement be extended or renewed, commencing on the date of said extension or renewal, and every two (2) years thereafter, the amounts remitted to the District as payment set forth in subsection (c), above, shall be adjusted based on the combined (2) two year Consumer Price Index (CPI) and rounded to the nearest half dollar.

9. General Provisions.

(a) 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 not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice (“DOJ”) Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff’s Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) 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. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

**Contractor:** Fernando Molina  
12082 Paseo Bonita  
Los Alamitos, CA 90720

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90720  
Attn: 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.

(d) Attorney’s 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.

(e) Indemnification. Contractor shall indemnify, defend, with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney’s fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or his failure to comply with

any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

(g) 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.

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**FERNANDO MOLINA**

By: \_\_\_\_\_  
Joe Mendoza  
General Manager

By: \_\_\_\_\_  
Fernando Molina

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
General Counsel

Date: \_\_\_\_\_

# ROSSMOOR TENNIS

Attachment 2

## \*ADMINISTRATIVE COST

STAFF	TIME/WEEK	WAGE/HR	HOURLY	WEEKLY	MONTHLY	YEARLY
1	1.5hrs	\$20	\$20	\$30	\$120	<b>\$1,440</b>

\* Administrative cost will go down 50% in 2021 and down 80% in 2022 due to online reservations only.

## \*RESERVATION POSTING COST

STAFF	TIME/WEEK	WAGE/HR	HOURLY	WEEKLY	MONTHLY	YEARLY
1	2.5hrs	\$20	\$20	\$50	\$200	<b>\$2,400</b>

\*Posting cost will be eliminated due to a new monitor that will display daily reservations.

## COURT CLEANING COST

STAFF	TIME	WAGE/HR	HOURLY	WEEKLY	MONTHLY	YEARLY
2	3hrs	\$20	\$40	\$120	\$480	<b>\$5,760</b>

## COURT RESURFACING COST

COURTS	COST	PER COURT
4	\$18,000	\$4,500

## ANNUAL PRORATED COURT COST

Per Court	Yearly	Time	Recovered
\$750	<b>\$3,000</b>	6 Years	\$18,000

2020	INSTRUCTOR COURT FEE \$12.50	
AVERAGES	Fernando Molina	Beau Berglund
COURT FEE (HOURLY)	\$12.50	\$12.50
COURT TIME (HOURS)	65	97.75
TOTAL FEES (MONTHLY)	\$812.50	\$1,221.75
TOTAL FEES (YEARLY)	\$9,759	\$15,271
TOTAL	<b>\$25,030</b>	

PROJECTED 2021	INSTRUCTOR COURT FEE \$14.00	
AVERAGES	Fernando Molina	Beau Berglund
COURT FEE (HOURLY)	\$14.00	\$14.00
COURT TIME (HOURS)	65	97.75
TOTAL FEES (MONTHLY)	\$910.50	\$1,368.50
TOTAL FEES (YEARLY)	\$10,926	\$16,422
TOTAL	<b>\$27,348</b>	

PROJECTED 2022	INSTRUCTOR COURT FEE \$15.50	
AVERAGES	Fernando Molina	Beau Berglund
COURT FEE (HOURLY)	\$15.50	\$15.50
COURT TIME (HOURS)	65	97.75
TOTAL FEES (MONTHLY)	\$1,007.50	\$1,515.00
TOTAL FEES (YEARLY)	\$12,090	\$18,182
TOTAL	<b>\$30,272</b>	

Yearly Expenditures 2020:  $\$1,440 + \$2,400 + \$5,760 + \$3,000 = \$12,600$

Projected Expenditures 2021:  $\$720$ (admin cost down 50%)+ $\$0$ (posting cost)+ $\$5,760 + \$3,000 = \$9,480$

Projected Expenditures 2022:  $\$288$ (admin cost down 80%)+ $\$0$ (posting cost)+ $\$5,760 + \$3,000 = \$9,048$

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** RENEWAL OF PROFESSIONAL SERVICES AGREEMENT,  
BRIGHTVIEW LANDSCAPING SERVICES.

**RECOMMENDATION:**

Approve the Professional Services Agreement with BrightView Landscape Services, Inc., and authorize the General Manager to execute the proposed professional services agreement with BrightView Landscaping Services, and any future extensions thereto pursuant to District Policy 3050.20.

**BACKGROUND:**

On April 10, 2018 BrightView Landscaping Services, Inc. entered into a contractual agreement with Rossmoor for Landscape Maintenance Services. The contract is now up for renewal.

Staff has received a new proposal from BrightView that has been negotiated by staff, which incorporates modifications that includes \_\_\_ playground maintenance, that do not materially affect our level of service but assures us of the continued quality of service that BrightView performs.

The new proposal agreement is for a two year period with incremental increases as stated in the proposal.

Attached is the proposed Professional Services Agreement for your consideration. I believe the proposal from BrightView is a fair and competitive proposal from a well qualified and experienced firm and recommend the Board's approval. Should the contractor not perform at an acceptable level, the District has the right to activate liquidated

damages or terminate the contract upon at least a 30-day written notice.

**ATTACHMENTS:**

1. 2018-2020 Agreement with Brightview Landscaping Services, Inc.
2. 2021-2022 Draft Agreement with BrightView Landscaping Services, Inc.

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
BRIGHTVIEW LANDSCAPE SERVICES, INC  
2018-2021**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 10th day of April, 2018, by and between the Rossmoor Community Services District, a public agency (“District”) and BrightView Landscape Services, Inc. (formerly known as ValleyCrest Landscape Maintenance 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.

**2.3 Previous Agreement.**

The Parties entered into that certain Professional Services Agreement, dated December 14, 2010, for the provision of park and parkway landscape and maintenance services for certain parks, parkways, facilities and other properties of the District (“2010 Agreement”). The term of the 2010 Agreement was for a 2-year period with the District’s option to extend the Initial term of the 2010 Agreement for three (3) one (1) year extended terms. The Parties to the 2010 Agreement duly extended the terms of the 2010 Agreement to December 31, 2015. In January, 2016, the Parties entered into a new Agreement, effective January 1, 2016 (“2016 Agreement”) which was duly extended by District and Contractor to April, 2018. The Parties now desire to enter into this Agreement in order to enter into a new contractual agreement for the Project which shall supersede, and otherwise be controlling, over the 2016 Agreement.

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. 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” attached hereto and incorporated herein by reference and in the Landscape Maintenance Proposal 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 from April 1, 2018 (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, within the term of this Agreement, and in accordance with the schedule of services as incorporated 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, 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.

### 3.2.5 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. The District, including its officials, officers, employees, volunteers and agents, shall be named as an additional insured on all insurance policies required herein. 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) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

## 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." The total monthly compensation shall not exceed Four Thousand Twenty Dollars (\$4,020.00) 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.



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.**

3.4.1.1 Grounds for Termination. 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 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: Joshua Drake, Senior Vice President

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814  
Attn: James D. Ruth, 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.

3.4.3 Attorney's 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 attorney's fees and all other costs of such action.

3.4.4 Indemnification. Contractor shall defend, with counsel acceptable to District, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

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

3.4.6 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.

3.4.7 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.

3.4.8 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.

3.4.9 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.

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

3.4.11 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.

3.4.12 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.

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

3.4.14 Agreement Shall Be Controlling. As of the Effective Date of this Agreement, this Agreement shall supersede, and otherwise be controlling, over any and all provisions of the 2016 Agreement, which shall be of no further force or effect.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

By: James D. Ruth Date: 4/16/18  
James D. Ruth  
General Manager

By: Autumn Drake Date: 4/16/18  
~~Joshua Drake, Senior Vice President~~ AUTUMN DRAKE, Vice President, GM

**APPROVED AS TO FORM FOR DISTRICT**

By: Tarquin Preziosi Date: 4/16/18  
Tarquin Preziosi  
General Counsel

**EXHIBIT "A"**

**Scope of Services**

**ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS  
& TRIANGLE**

**PARK MAINTENANCE PERFORMANCE STANDARDS:**

1. ~~Empty outdoor and restroom trash containers daily, seven days per week (Monday through Sunday) except Contractor Holidays~~
2. Trim hedges bi-weekly during the growing season (April-September); and trim as necessary the year.
3. Pick up paper and debris in the parks daily only as part of landscape maintenance operations in areas we are working
4. Weed landscaped areas, as necessary, including planters
5. Edge or trim grass from ballfield backstops once per month
6. 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.
7. Regularly inspect irrigation emitters and sprinklers for proper functionality
8. Repair sprinklers as needed- Rossmoor Community District will provide parts
9. Maintain edges of all valve boxes
10. Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance
11. Hand rake sand pits and gravel areas weekly (no motorized blowing)
12. Rototill all sand pits quarterly
13. 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 Wednesday of each week 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

## **ROSSMOOR PARK & RUSHMOOR PARK SPECIAL MAINTENANCE STANDARDS:**

1. Clean restrooms at both parks once daily, seven days per week (Monday through Sunday except Contractor Holidays)
2. Blow off tennis courts once per week on Wednesdays between 7:00 AM and 10:00 AM.
3. Blow off walkways around buildings and main sidewalk daily
4. Use water to wash off the tennis courts as-needed to remove spills and dirt build-up four times annually
5. Clean BBQ pits once per week
6. Level sand under the swings in the “tot-lots” as-needed
7. Remove fallen leaves by rake, vacuum, or blowing bi-weekly, or as-needed, around buildings

## **ROSSMOOR WAY MEDIANS AND ROSSMOOR TRIANGLE:**

1. Trim shrubs bi-weekly during the growing season (April-September); and trim as necessary the year
2. Pick up paper and debris daily
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 report monthly, on forms provided by the Contractor, all activities which are performed by the Contractor which are prescribed on Monthly/Quarterly schedules

## **NOTES:**

All scope items with the ~~striketrough~~ are NOT a part of this agreement and will be managed by District through a separate Janitorial service.

**EXHIBIT "B"**

**LANDSCAPE MAINTENANCE PROPOSAL,**



April 02, 2018

**PROPOSAL FOR  
LANDSCAPE MANAGEMENT SERVICES**  
for

1960 S Yale Street  
Santa Ana, CA 92704  
tel:714.546.7295  
fax:714.546.7843

Owner/Client: Rossmoor Community Services District  
Client Address: 3001 Blume Drive, Rossmoor, CA 90270  
Job Name: City of Rossmoor  
Job Location: Rossmoor, California

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:

**Exterior Landscape Management**

Client’s Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$48,240.00	\$4,020.00
	Sales Tax	0	
	<b>Total Base Management Price</b>	<b>\$48,240</b>	<b>\$4,020.00</b>

**Additional Services**

Client’s Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	.00Year 2019-2020	Landscape Maintenance per Contract	12	\$4,370.50	0	\$52,446
	Year 2020-2021	Landscape Maintenance per Contract	12	\$4,589.00	0	\$55,068
	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:*

Exhibit "A"

**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, 2018 to March 31, 2021. Unless terminated pursuant to Article V of the General 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 10<sup>th</sup> 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.

*Joshua Dake*

*Senior Vice-President*

*Client Approval:*

**Client/Owner:**

**James D. Ruth General Manager**

By: *James D. Ruth*  
Signature

*JAMES D. RUTH General Manager*  
Print Name & Title

Date: *April 16, 2018*

**Contractor:**

Brightview Landscape Services, Inc.  
1960 S Yale Street, Santa Ana, CA 92704

By: *Autumn Dake*  
Signature

*AUTUMN DAKE*  
*Senior Vice-President, General Mgr.*

Date: *4/16/18*



## 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 Area/ 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:**

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.

## GENERAL TERMS AND CONDITIONS

### I. **Contractor's Responsibility:**

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

#### A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

#### B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

#### C. Licenses and Permits:

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

#### D. Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

#### E. Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or owner/client.

#### F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its' agents or employees. In no event will Contractor be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Contractor in advance or could have been reasonably foreseen by Contractor. Further, Contractor shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or Contractor's compliance or good faith efforts to comply with state or local water regulations or mandates.

Contractor's performance will be excused to the extent Contractor is unable to perform as a result of strikes, accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of Contractor. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that Contractor shall not be liable for any failure to perform as a direct or indirect result of Contractor's compliance with or good faith efforts to comply with state or local water regulations or mandates.

#### G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

#### H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

### II. **Owner's/Client's Responsibility:**

A. Utilities:

All utilities shall be provided by the Owner/Client.

B. Access to Jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

C. Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due fifteen (15) days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect:

Owner/Client shall give Contractor at least seven (7) days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such **written** notice is given.

III. **Other Terms:**

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Service Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

IV. The Parties agree that the Project is not a public works project within the meaning of the Prevailing Wage Statute ("PWS") as defined in Labor Code § 1720 et seq. Accordingly it is agreed that the contract price is based on the Project not being a public works project subject to the PWS. In the event that there is a determination by anyone including the Department of Industrial Relations, Labor and Workforce Development Agency or a court that the Project is a public works project subject to the PWS, it is agreed a change order will be immediately issued to Client/Owner for all additional costs incurred including, but not limited to, the difference between the wages actually paid to the worker and the wages that are required under the PWS, any penalties or other sums required to be paid under the PWS, costs and attorney's fees. The owner agrees to indemnify, hold harmless, and defend Contractor in the event there is any action asserted against Contractor for violation of the PWS by the Department of Industrial Relations or in a court of law.

V. **Termination:**

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Contractor for non-payment by Owner/Client, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received.

End



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		
	<b>Total Base Management Price</b>	<b>\$57,812.40</b>	<b>\$4,818.45</b>

**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
	<b>Total</b>					

**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 10<sup>th</sup> 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*

*Client Approval:*

**Client/Owner:  
Joe Mendoza  
General Manager**

**Contractor:  
BrightView Landscape Services, Inc.**

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

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## 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 Area/ 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.

## General Terms and Conditions

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of April 1, 2021> between BrightView Landscape Services, Inc. ("BrightView"), and ROSSMOOR COMMUNITY SERVICES DISTRICT ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

**2. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

**3. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

### 4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

### 5. Service Fee.

- (a) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule ( See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in 12 equal monthly installments, beginning in the month of (April). Monthly payments are due not later than the 10<sup>th</sup> calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.
- (b) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for

Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.

- (c) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.

#### **6. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **7. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during,

or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or

not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to

secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

BrightView Landscape Services, Inc.

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

Name: Po Chen

Title: Vice President & General Manager

Date: March 3, 2021

#### CLIENT

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

Name: Joe Mendoza

Title: General Manager

Date:

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/by\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/by_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

## **ROSSMOOR PARK & RUSHMOOR PARK SPECIAL MAINTENANCE STANDARDS:**

1. ~~Clean restrooms at both parks once daily, seven days per week (Monday through Sunday except Contractor Holidays)~~
2. ~~Blow off tennis courts once per week on Wednesdays between 7:00 AM and 10:00 AM~~
3. Blow off walkways around buildings and main sidewalk **3 times a week**
4. ~~Use water to wash off the tennis courts as needed to remove spills and dirt build up four times~~
5. ~~Clean BBQ pits once per week~~
6. Level sand under the swings in the "tot-lots" as-needed
7. Remove fallen leaves by rake, vacuum, or blowing around buildings **3 times a week**

## **ROSSMOOR WAY MEDIANS AND ROSSMOOR TRIANGLE:**

1. Trim shrubs bi-weekly during the growing season (April-September); and trim as necessary the year
2. Pick up paper and debris **3 times a 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 after the three warnings from the contractor monthly payment for each such schedule failure. These deductions may be assessed on a per controller basis or a per event basis, at the discretion of the Park's Representative

## **NOTES:**

All scope items with the strikethrough are NOT a part of this agreement and will be managed by District through a separate Janitorial service.



EXHIBIT "A"

Scope of Services

**ALL SITE LOCATIONS EXCEPT ROSSMOOR WAY MEDIANS  
& TRIANGLE**

**PARK MAINTENANCE PERFORMANCE STANDARDS:**

- ~~1.~~ Empty outdoor and restroom trash containers daily, seven days per week (Monday through Sunday) except Contractor Holidays
- ~~2.~~ Trim hedges bi-weekly during the growing season (April-September); and trim as necessary the year.
- ~~3.~~ Pick up paper and debris in the park **three times per week** as part of landscape maintenance operations in areas we are working
- ~~4.~~ Weed landscaped areas, as necessary, including planters
- ~~5.~~ Edge or trim grass from ballfield backstops once per month. **Infield not included.**
- ~~6.~~ 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.
- ~~7.~~ Regularly inspect irrigation emitters and sprinklers for proper functionality **once per week**
- ~~8.~~ Repair sprinklers as needed- Rossmoor Community District will provide parts
- ~~9.~~ Maintain edges of all valve boxes
- ~~10.~~ Maintain Ivy ground cover in building planters and tree wells as needed for a neat and clean appearance
- ~~11.~~ Hand rake sand pits and gravel areas **3 times a week**
- ~~12.~~ Rototill all sand pits quarterly
- ~~13.~~ 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. Turf mowing to occur Wednesdays at Rush parks and Fridays at Rossmoor parks 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 a year as requested

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
BRIGHTVIEW LANDSCAPE SERVICES, INC.  
2021-2014**

**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, 2022: 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.

**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		
	<b>Total Base Management Price</b>	<b>\$57,812.40</b>	<b>\$4,818.45</b>

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
	<b>Total</b>					

**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 10<sup>th</sup> 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*

## 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 Area/ 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.

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM I**

**Date:** March 9, 2021  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** GENERAL MANAGER ITEMS

### **RECOMMENDATION**

Receive and file.

### **INFORMATION**

In addition to the day to day operations of the Rossmoor Community Services District (RCSD) the General Manager has been working on the following projects:

1. Street Sweeping Update: The General Manager and District Counsel are continuing to work with OCPW administration and County Counsel in finalizing a resolution and agreement to be presented to the Orange County Board of Supervisors for adoption. It is anticipated that this will not be finalized until a newly-elected Second District Supervisor has been sworn into office. However, staff continues to work with the Orange County Geographic Information System (GIS) staff to develop a GIS map to identify the most efficient route to accommodate an odd/even street-sweeping schedule. We continue to work on parts of a draft RFP that would include this map, should the District go out to bid for street sweeping services in the future.
2. With regard to the COVID-19, the State of California has not moved Orange County from the purple zone as of March 3, 2021. However, reopening guidelines have changed. Thus, in this tier, the new guidelines allow churches to move back inside with a maximum of 25% of the building capacity. The church meeting at Montecito Center and the two churches that meet at Rush Park Auditorium have been notified that they may begin using the indoor facilities. They had been

advised of the State guidelines that must be followed for indoor attendance.

The youth sports leagues have also been approved to make reservations in accordance with strict guidelines announced by the State. Therefore, our parks are beginning to see an increase in participation.

Staff continues to wear masks, practice social distancing, and keep the District's facilities and playgrounds clean and safe.

3. In anticipation of District facilities becoming available to outside groups and programming, staff has been meeting with the Los Alamitos Unified School District (LAUSD), Rossmoor Homeowners Association (RHA) and local sports organizations to plan future community events.
4. District Arborist and Recreation Superintendent have been working with the Lee Elementary School PTA and City of Los Alamitos Recreation Department staff in planning a fifth grade scavenger hunt at Rossmoor Park. District staff will provide an Arbor Day educational component that will include activities and educational material for participants. The event is planned for Monday, March 22 and Tuesday, March 23 from 5 p.m. to 7:30 p.m.