

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

IN-PERSON
RUSH PARK
Auditorium
3001 Blume Drive
Rossmoor, California

Wednesday, November 2, 2022
8 a.m.

A. ORGANIZATION

1. CALL TO ORDER: 8 a.m.
2. ROLL CALL: Directors Nitikman, Rips
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

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

C. REGULAR CALENDAR

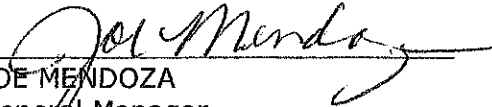
1. DISCUSSION REGARDING CONTRACT RENEWAL FOR BEAU BERGLUND, TENNIS INSTRUCTOR
2. ONE-YEAR EXTENSION OF CONTRACT TREE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC.
3. DISCUSSION REGARDING BID PROCESS FOR AUDITOR SERVICES

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the November 2, 2022, 8 a.m., Personnel and Contract Administration Committee meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 10/28/2022

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: November 2, 2022

To: Personnel and Contract Administration Committee
Director Mark Nitikman, Chair
Director Jeffrey Rips

From: General Manager Joe Mendoza

Subject: DISCUSSION REGARDING CONTRACT RENEWAL FOR BEAU BERGLUND,
TENNIS INSTRUCTOR

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and approve terms for a new two-year Professional Services Agreement (PSA) with tennis instructor Beau Berglund that General Counsel will then prepare; and make their recommendation for approval of the new two-year PSA to the RCSD Board of Directors.

BACKGROUND

Tennis Instructor Beau Berglund began providing tennis instruction at Rossmoor Park in October 2017. In March 2021, the RCSD Board of Directors approved a Professional Services Agreement (PSA) with Beau Berglund for two years (ending March 8, 2023). This past year, Mr. Berglund has increased his lesson and clientele as his business recovers following the pandemic. He is dedicated and well liked by his clients. The District has not received any negative reports about his services.

Since Mr. Berglund began in 2017, there have been two professional tennis instructors working at Rossmoor Park. However, tennis instructor Fernando Molina recently notified the District that he is retiring this year and moving out of state. Mr. Molina has provided lessons at Rossmoor Park for the past 38 years and will leave a void within our tennis program. The replacement of Mr. Molina's services with another tennis pro is being evaluated and will be discussed with the Personnel and Contract Administration Committee

INFORMATION

The RCSD Board of Directors requested that all contracts be reviewed by the Personnel and Contract Administration Committee six months ahead of the expiration date; and brought to the Board of Directors five months ahead, to allow time for thorough evaluation and time to make adjustments to the process if desired. Therefore, this item is being brought to the Personnel and Contract Administration Committee for review and to provide direction to staff.

Attached for the Committee's review is the current PSA with Mr. Berglund that will expire March 8, 2023. It is recommended that a new PSA be drafted by General Counsel effective March 9, 2023 through March 8, 2025. The current PSA outlines the compensation paid by Mr. Berglund to the District per lesson/or court hour based on a calendar year. With the preparation of a new PSA, it is recommended that the compensation rates be applied using his contract anniversary dates. Therefore, the following rates are recommended: beginning with the commencement of the new PSA (March 9, 2023) through March 8, 2024, the rate of \$15.50 per lesson/or court hour will be assessed; beginning March 9, 2024 to March 8, 2025, the fee of \$16.50 per lesson/or court hour will be assessed. These fees are competitive with surrounding tennis programs in other agencies. Part of our discussion will include monitoring and auditing court time.

FISCAL IMPACT

For the past two years, Mr. Berglund has paid the District \$37,555 for lesson/court hour fees based on \$14 per lesson/or court hour (2,682.5 lesson/court hours). At the new rate of \$15.50 (effective March 9, 2023), the revenue to the District will be approximately \$20,800 for the first year, and approximately \$22,100 for the second year (March 9, 2024 to March 8, 2025).

ATTACHMENTS

1. RCSD Professional Services Agreement with Beau Berglund, March 9, 2021

**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.

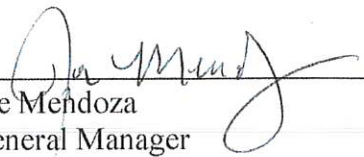
(g) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, 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: 3/11/21

Dated: 3/11/21

APPROVED AS TO FORM FOR DISTRICT

By: 
Tarquin Preziosi
General Counsel

Date: March 15, 2021

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: November 2, 2022

To: Personnel and Contract Administration Committee
Director Mark Nitikman, Chair
Director Jeffrey Rips

From: General Manager Joe Mendoza
District Arborist Mary Kingman

Subject: ONE-YEAR EXTENSION OF CONTRACT TREE TRIMMING SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC.

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee consider a one-year extension to the Contract Tree Trimming Services Agreement with West Coast Arborists, Inc. (WCA), effective July 1, 2023 through June 30, 2024, with the option to extend by mutual written agreement of the District and WCA for two additional one-year contract extensions; and make their recommendation to the RCSD Board of Directors.

BACKGROUND

For the past 19 years, West Coast Arborists, Inc. (WCA) has proven to be a reliable contractor, providing RCSD with outstanding customer service and special attention. Pruning, planting and tree removal work is properly performed following guidelines set forth from the International Society of Arboriculture (ISA) and standards set forth by the American National Standards Institute (ANSI). The online inventory system and application provided by WCA has proved to be an invaluable tool for maintaining the urban forest of Rossmoor. The existing Agreement with WCA is scheduled to expire on June 30, 2023.

In 2021 when the original Agreement was approved, the District had opened the bid process to Bright View Tree Care Services, Inc. That company declined to participate in the bidding process citing liability and insurance issues related to the numerous overhead utility lines within the District. At that time, WCA requested a two-year Agreement for tree maintenance services in Rossmoor, effective July 1, 2021 through June 30, 2023, with the option to extend by mutual written agreement of the District and WCA for a maximum of three (3) one-year contract extensions. The contract specified that any cost adjustment would be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023; and that any cost adjustment shall not exceed 3.0%. Tree services include yearly grid trimming, supplemental trimming as needed, tree planting, tree health care as needed and emergency services and/or removals for trees in Rossmoor parks.

INFORMATION

The RCSD Board of Directors requested that all contracts be reviewed by the Personnel and Contract Administration Committee six months ahead of the expiration date; and brought to the Board of Directors five months ahead, to allow time for thorough evaluation and time to make adjustments to the process if desired. Therefore, this item is being brought to the Personnel and Contract Administration Committee for review and to provide direction to staff.

As specified in the Agreement, the District has the option to extend the Agreement with WCA for three one-year extensions, beginning July 1, 2023. It is recommended that the Personnel and Contract Administration Committee direct staff to work with WCA on the one-year extension that would include the 3% maximum CPI outlined in the original Agreement.

FISCAL IMPACT

The current FY 2022-2023 budget for DEPARTMENT 5080 PARKWAY TREES is \$178,500 for contract services. It is proposed that the 3% maximum CPI be budgeted for FY 2023-2024 should the one-year extension to the WCA Agreement be granted by the Board of Directors. This would result in an increase of \$5355 for a total of \$183,855 that will be used in the FY 2023-2024 budget calculations.

ATTACHMENTS

1. April 22, 2021 letter from West Coast Arborists, Inc. re: Tree Maintenance Services Agreement
2. WCA Schedule of Compensation for Year 2021-2023



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

April 22, 2021

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

RE: Tree Maintenance Services Agreement

Dear Ms. Kingman,

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

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

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

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

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

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

Sincerely,

Victor M. Gonzalez
Vice President, Business Development



ROSSMOOR COMMUNITY DIST

Schedule of Compensation for Year 2021 - 2023

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$84.00
2	Service Request Prune 0-6 DSH	Each	\$44.00
3	Service Request Prune 7-30 DSH	Each	\$84.00
4	Service Request Prune 31+ DSH	Each	\$149.00
5	Palm Prune	Each	\$84.00
6	Palm Skinning	Each	\$20.00
7	Clearance Prune	Each	\$44.00
8	Tree & Stump Removal 0-30 DSH	Inch	\$40.00
9	Tree & Stump Removal 31+ DSH	Inch	\$50.00
10	Tree Only Removal 0-30 DSH	Inch	\$30.00
11	Tree Only Removal 31+ DSH	Inch	\$40.00
12	Stump Only Removal	Inch	\$20.00
13	Plant 15 Gal w/o RB	Each	\$120.00
14	Plant 15 Gal w/ RB	Each	\$149.00
15	Plant 24" Box w/o RB	Each	\$254.00
16	Plant 24" Box w/ RB	Each	\$274.00
17	Crew Rental - per man	Man Hour	\$94.00
18	Emergency Response - per man	Man Hour	\$119.00

The proposed rates reflect the same rates from the City of Los Alamitos. WCA agrees to hold the rates the same for two years through June 30, 2023.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-3

Date: November 2, 2022
To: Personnel and Contract Administration Committee
Director Mark Nitikman, Chair
Director Jeffrey Rips
From: General Manager Joe Mendoza
Subject: DISCUSSION REGARDING BID PROCESS FOR AUDITOR SERVICES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee receive the information provided.

BACKGROUND

The firm of Rogers, Anderson, Malody & Scott, LLP (RAMS) has provided financial audit services to the RCSD since 2007. The Professional Services Agreement (PSA) with RAMS has been of benefit to the RCSD and services have been consistent, timely, and accurate. The communication between RAMS and the District has been excellent. RAMS staff have been outstanding and responsive. The PSA was extended in 2021 for one year (through June 30, 2022). Based on the recommendation of the Personnel and Contract Administration Committee at their March 3, 2022 meeting, this item was brought to the RCSD Board at their March 8, 2022 meeting where the Board approved a renewal for July 1, 2022 through June 30, 2023. Although the PSA provides for possible annual extensions through 2025, the RCSD Board indicated they would like to go out to bid for Auditor Services to begin in FY 2023-2024.

INFORMATION

The General Manager is working on a *Request for Proposals for Professional Auditing Services* with the following timeline as the goal:

<i>December 16, 2022</i>	<i>RFP sent to potential auditing firms</i>
<i>January 30, 2023</i>	<i>Deadline for RFP submittals to be returned</i>
<i>February 2023 – date TBD</i>	<i>RFP submittals reviewed by the Personnel and Contract Administration Committee</i>
<i>March or April 2023</i>	<i>Award of Contract by RCSD Board of Directors</i>

ATTACHMENTS

None