

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board

Agenda Package

September 11, 2018

BOARD OF DIRECTORS

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, September 11, 2018

7:00 p.m.

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 Casey, Kahlert, Maynard, Nitikman, President DeMarco
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - a. LAUSD Board Member Dr. Jeff Barke and Superintendent Dr. Sherry Kropp Re: School Safety and Traffic Update

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—None

E. CONSENT CALENDAR

1a. APPROVE MINUTES: REGULAR MEETING OF AUGUST 14, 2018

2. APPROVE JULY REVENUE AND EXPENDITURE REPORT.

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. 18-09-11-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT'S REJECTION OF CLAIM

ORDINANCES—None

H. REGULAR CALENDAR

1. SECOND READING RCSD POLICY NO. 2210 HARASSMENT

2. FIRST READING RCSD POLICY NO. 3091 CONTRACT MAINTENANCE

3. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR YOGA INSTRUCTION AT RUSH PARK

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, announcement, reports on 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 that are not on the Agenda.

K. CLOSED SESSION:

1. INITIATION OF LITIGATION—ONE CASE. Pursuant to Government Code Section 54965.9(d)(4)

2. a) CONFERENCE WITH LABOR NEGOTIATORS RE: PUBLIC EMPLOYEE RECRUITMENT, GENERAL MANAGER

District Representative: Tony DeMarco

Pursuant to Government Code Section 54957.6

Unrepresented Employee: General Manager

b) CONSIDERTION OF THE APPOINTEMENT, EMPLOYEMENT AND/OR EVALUATION OF EMPLOYMENT OF THE GENERAL MANAGER

Pursuant to Government Code Section 54957(b)(1)

L. 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.

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the September 11, 2018, 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:



JAMES D. RUTH
General Manager

Date September 5, 2018

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a.

Date: September 11, 2018
To: Honorable Board of Directors
From: General Manager
Subject: LOS ALAMITOS UNIFIED SCHOOL DISTRICT (LAUSD) BOARD MEMBER DR. JEFF BARKE AND SUPERINTENDENT DR. SHERRY KROPP RE: SCHOOL SAFETY AND TRAFFIC UPDATE

RECOMMENDATION:

Receive presentation.

BACKGROUND:

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

- a. Los Alamitos Unified School District (LAUSD) Board Member Dr. Jeff Barke And Superintendent Dr. Sherry Kropp Re: School Safety And Traffic Update

ATTACHMENTS—None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: September 11, 2018
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF AUGUST 14, 2018

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of August 14, 2018 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Meeting of August 14, 2018 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of August 14, 2018 Prepared by the Board's Secretary/General Manager.



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, August 14, 2018

A. ORGANIZATION

1. CALL TO ORDER: 7:00 P.M.

2. ROLL CALL: Directors Casey, Kahlert, Maynard, Nitikman
President DeMarco

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a. Orange County Sheriff Lt. Pat Rich re: Quarterly Crime Statistics

Lieutenant Rich reported to the Board regarding the 2nd Quarter Rossmoor Crime Statistics. Discussion ensued. The report was received and filed.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM:

Todd McKinley opined relative to street sweeping, RHA Resolution, school volunteer and parking overflow concerns. President DeMarco directed him to work with the General Manager on possible solutions.

D. REPORTS TO THE BOARD:

1. RECEIVE AND FILE: REPORT OF THE TREE COMMITTEE REGARDING UPDATE OF UNAUTHORIZED RESIDENT TREE REMOVAL AND TREE REMOVAL REQUEST

2. RECEIVE AND FILE: QUARTERLY RECREATION REPORT

Recreation Superintendent Chris Argueta reported to the Board regarding the status of the District's Recreation program. Discussion ensued regarding the successful cost saving results of combining the movie/concert summer events program. Director Kahlert asked staff to explore the possibility of adding an additional final summer event at the end of summer next year. The report was received and filed.

3. RECEIVE AND FILE: QUARTERLY TREE REPORT

Tree Consultant Mary Kingman reported to the Board regarding the status of the Rossmoor Urban Forest. Discussion ensued. The report was received and filed.

4. RECEIVE AND FILE: GENERAL MANAGER’S ANNUAL REPORT TO THE BOARD

The General Manager reported to the Board regarding the many accomplishments of the District over the past year. Discussion ensued. The report was received and filed.

E. CONSENT CALENDAR:

1a. MINUTES SPECIAL BOARD MEETING—JUNE 12, 2018

2. REVENUE AND EXPENDITURE REPORT—JUNE 2018

Motion by Director Nitikman, seconded by Director Kahlert to approve Items E-1a and E-2 on the Consent Calendar as submitted. Motion passed 5-0.

F. PUBLIC HEARING:

1. PUBLIC HEARING—FISCAL YEAR 2018-2019 PROPOSED FINAL BUDGET

President DeMarco opened the public hearing, received the presentation from the General Manager, seeing no public testimony the Board deliberated and unanimously approved the FY 2018-19 proposed final budget and salary plan.

G. RESOLUTIONS:

1. RESOLUTION No. 18-08-14-01 ESTABLISHING THE ANNUAL REVENUE AND EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2017-2018 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

Motion by Director Nitikman, seconded by Director Casey to approve Resolution No. 18-08-14-01, by reading the title only and waiving further reading as follows.

RESOLUTION NO. 18-08-14-01 ESTABLISHING THE ANNUAL REVENUE AND EXPENDITURE TOTAL AMOUNTS FOR FISCAL YEAR 2017-2018 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT.

Motion passed unanimously, 5-0.

2. RESOLUTION NO. 18-08-14-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ADOPTING AND AMENDING THE DISTRICT’S CONFLICT OF INTEREST CODE

Motion by Director Nitikman, seconded by Director Maynard to approve Resolution No. 18-08-14-02, by reading the title only and waiving further reading as follows.

RESOLUTION NO. 18-08-14-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ADOPTING AND AMENDING THE DISTRICT’S CONFLICT OF INTEREST CODE

Motion passed unanimously, 5-0.

ORDINANCES—None

H. REGULAR CALENDAR:

1. REPORT OF THE INVESTMENT COMMITTEE RE: REINVESTMENT OF THE RUSH PARK BOND RESERVES AND PURCHASING CD FROM RESERVE LAIF FUNDS

Staff recommendation to approve the recommendation of the Investment Committee that the District reinvest both maturing U.S. Agency Notes for one year at 2.10% interest and that the District invest \$160,000 in CD’s for a period of one year with the stipulation that the interest rate is at least 2.5%. If not, the funds will be kept in the LAIF account until interests rates rise.

Lengthy discussion ensued. Motion by Director Nitikman, seconded by Director Casey to approve the recommendation of the Investment Committee on the two bonds: one for \$180K maturing in August, and the second for \$175K maturing in September 2018 and invest the CD in LAIF unless the District can get a 1 year CD at 2.5% by the time the CD matures. Motion passed 5-0.

2. DISCUSSION AND POSSIBLE ACTION RE: APPROVE EXTENDED HOURS SPECIAL EVENT REQUEST FOR USE OF RUSH PARK FORBY GUS QUINONEZ AND LETI ABREGO FOR THE ANNUAL SCHOOL GHOUL 5K RUN: GUS QUINONEZ/WALK EVENT

District staff recently received the request for the 8th Annual School Ghoul 5k Run/Walk to be held on Sunday, October 28, 2018. Due to the request exceeding event limitations with overnight hours and will begin prior to 8:00a.m. (*park’s opening hours*), the General Manager is requiring their request to be approved by the Board. Policy 6010.10 Limitations states that Board approval is required for any event that generates excessive noise prior to 8:00am. **The request is for two consecutive days: Event Set Up Date, Saturday, 10/27 at 1 p.m. (*applicant will provide overnight security*) and the School Ghoul Run Event Date, Sunday, 10/28 from 7:00 a.m. to 12:00 p.m.** This year’s event will include 500 participants, several volunteers, Carnival-Style ghoulish zone, DJ, a pancake breakfast and a vendor fair. The race route will be the same as in 2017. The event end time is 12 noon.

If approved, this event would also be taking place at the same time Calvary Church has use of the Rush Park Auditorium. Due to this conflict, District staff is requiring the permittee to inform participants to park in the street.

The County requires the District’s acknowledgement of the event prior to issuing required County permits to the permittee. The request is only for the use of Rush Park since the District has no jurisdiction over the public right-of-way.

Event Organizer Gus Quinonez addressed the Board, answered questions and provided a comprehensive schedule of this year's School Ghouls Event. Discussion ensued relative to event highlights and making sure the impact to residents was minimal. Motion by Director Maynard, seconded by Director Casey to approve the event request according to staff recommendations. Motion passed 5-0.

3. FIRST READING PROPOSED POLICY NO. 2210, HARASSMENT PREVENTION.

Recommendation to approve first reading and introduce proposed Policy No. 2210 Harassment Prevention.

Discussion ensued. Motion by Director Maynard, seconded by Director Kahlert to approve first reading and introduce proposed Policy No. 2210 Harassment Prevention. Motion passed 5-0.

4. DISCUSSION AND POSSIBLE ACTION REGARDING PUBLIC EMPLOYMENT, ONE POSITION, TITLE: DISTRICT GENERAL MANAGER.

President DeMarco announced that General Manager had submitted his letter of resignation on August 3, 2018. Lengthy discussion ensued relative to high praise of Mr. Ruth's many accomplishments. The Board further opined regarding the upcoming recruitment strategy, timeline, suggested salary, qualifications and orientation process for the future General Manager.

I. GENERAL MANAGER ITEMS:

The General Manager reported on the status of various street sweeping meetings which had taken place between the District, R.F. Dickson, the County of Orange and the Orange County Sheriff's Department and the Los Alamitos School District, adding that the agencies were in the process of determining the viable options available as well as the costs involved. Steve Dickson would be submitting his cost estimates in the next couple of months.

President DeMarco opined relative to the details and complexities of the meeting negotiations. Lengthy discussion ensued relative to sweeping route modifications, parking and costs. The report was received and filed.

J. GENERAL COUNSEL ITEMS:

1. DISCUSSION REGARDING MITIGATION MEASURE IMPLEMENTATION FOR CALTRANS FREEWAY IMPROVEMENT PROJECTS.

General Counsel reported on the status of the freeway noise mitigation. He recommended that the Board continue the item in a closed session at the September 11, 2018 regular board meeting. The report was received and filed.

K. BOARD MEMBER ITEMS:

Director Maynard commented that summer was over.

Director Casey thanked the District for doing a great job in the smooth operation of the District. He remarked on the excellent information contained in the General Manager's annual report and opined that he wished that Mr. Ruth could remain. To Do's: Director Casey stated that he had received some information from OCTA Project Manager Jeff Mills pertaining to tree removal and new plantings as part of the I-405 widening and improvement project and requested that it be added to the District website. info on website—will send to Liz

Director Nitikman praised General Manager Jim Ruth as an incalculable asset and would be sad to see him go. He hoped they would have a few more meetings left together.

Director Kahlert praised the beautiful new tree that Director Maynard had planted in his walkway. It had already grown quite tall and opined that he'd like to see the species, known as a Mexican Alamo Sycamore planted throughout Rossmoor. Director Maynard thanked him and remarked that he lost his original tree to disease and contacted RCSD Tree Consultant Mary Kingman who helped him select a fast growing replacement and provided him with addresses where living examples of his selections could be viewed. He added that Mary Kingman was very knowledgeable about the urban forest and provided the tree selection service to all residents who requested her assistance. Director Kahlert also praised the lush, well manicured green grass in the parks (a welcome change from the brown grass suffered during the drought) and the speed of the recent Signature Wall repair. He reminded everyone to prepare for and plan their commute around the upcoming I-405 freeway construction, which begins this weekend and continues for the foreseeable future. He congratulated all the college students going back to school and wished them well. He requested that the Winter Festival website be updated to reflect the new 2018 Rossmoor Winter Festival date of Friday, December 14, 2018. Director Kahlert opined that in this current political climate of conflicting agendas, arguing and finger pointing, the Rossmoor Community Services District was a shining example of how a local government should be run; we get stuff done; it is super impressive and it all goes back to the leadership. He concluded by thanking his fellow colleagues and Mr. Ruth.

President DeMarco requested that the General Manager invite Los Alamitos Superintendent Dr. Sherry Kropp to the next Board meeting for a School Safety and Traffic Presentation Update for the new school year. He thanked Lieutenant Pat Rich for his crime report. He remarked that Rossmoor is a very safe community they enjoy a great relationship with OCSD. President DeMarco thanked General Manager Ruth for his excellent annual report, staff productivity and praised his performance as a blueprint for future General Managers. He expressed his respect and appreciation for Mr. Ruth and his reluctance to see him go. He encouraged the community to School Ghouls Event on Saturday, October 28, 2018.

K. CLOSED SESSION—None

L. ADJOURNMENT:

Motion by Director Casey, seconded by Director Nitikman to adjourn the regular meeting at 9:45 p.m. Motion passed 5-0.

SUBMITTED BY:

James D. Ruth
General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2.

Date August 14, 2018
To: Honorable Board of Directors
From: General Manager
Subject: REVENUE & EXPENDITURE REPORT -JUNE, 2018

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for June, 2018.

BACKGROUND:

The Revenue & Expenditure Report is submitted on a monthly basis as an indication of the District's unaudited year-to-date revenues and expenses. Where appropriate, footnotes provide information which explains current anomalies.

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of June, 2018.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 July 2018 @ 8.34%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	954,930.00	954,930.00	8,986.11	8,986.11	945,943.89	0.9
STREET LIGHT ASSESSMENTS	339,900.00	339,900.00	3,129.67	3,129.67	336,770.33	0.9
USE OF MONEY AND PROPERTY	8,000.00	8,000.00	5,049.02	5,049.02	2,950.98	63.1
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	0.00	0.00	60,400.00	0.0
FEES AND SERVICES	190,000.00	190,000.00	16,300.00	16,300.00	173,700.00	8.6
OTHER REVENUE	22,000.00	22,000.00	150.00	150.00	21,850.00	0.7
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,575,230.00	1,575,230.00	33,614.80	33,614.80	1,541,615.20	2.1
Expenditures						
ADMINISTRATION	818,279.00	818,279.00	72,293.65	72,293.65	745,985.35	8.8
RECREATION	41,400.00	41,400.00	15,251.28	15,251.28	26,148.72	36.8
ROSSMOOR PARK	107,900.00	107,900.00	5,158.37	5,158.37	102,741.63	4.8
MONTECITO CENTER	20,624.00	20,624.00	1,040.14	1,040.14	19,583.86	5.0
RUSH PARK	127,480.00	127,480.00	3,502.73	3,502.73	123,977.27	2.7
STREET LIGHTING	103,000.00	103,000.00	8,759.79	8,759.79	94,240.21	8.5
ROSSMOOR WALL	2,300.00	2,300.00	-2,161.20	-2,161.20	4,461.20	-94.0
STREET SWEEPING	55,120.00	55,120.00	0.00	0.00	55,120.00	0.0
PARKWAY TREES	113,380.00	113,380.00	5,092.81	5,092.81	108,287.19	4.5
MINI-PARKS, MEDIANS & TRIANGLE 4, 5	13,392.00	13,392.00	3,388.03	3,388.03	10,003.97	25.3
Total Expenditures	1,402,875.00	1,402,875.00	112,325.60	112,325.60	1,290,549.40	8.0

Please Note: These totals include revenues and expenditures for FY 2017-18 and will be adjusted by the Auditor.

**Audited Fund Balance
 at June 30, 2017**

\$ 833,116.00

REVENUE REPORT

July 2018 @ 8.34%

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Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	954,930.00	954,930.00	8,986.11	8,986.11	0.00	945,943.89	0.9
ASSESSMENTS	339,900.00	339,900.00	3,129.67	3,129.67	0.00	336,770.33	0.9
USE OF MONEY AND PROPERTY	8,000.00	8,000.00	5,049.02	5,049.02	0.00	2,950.98	63.1
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	0.00	0.00	0.00	60,400.00	0.0
FEES AND SERVICES	190,000.00	190,000.00	16,300.00	16,300.00	0.00	173,700.00	8.6
OTHER REVENUE	22,000.00	22,000.00	150.00	150.00	0.00	21,850.00	0.7
Dept: 00	1,575,230.00	1,575,230.00	33,614.80	33,614.80	0.00	1,541,615.20	2.1
Revenues	1,575,230.00	1,575,230.00	33,614.80	33,614.80	0.00	1,541,615.20	2.1
Grand Total Net Effect:	1,575,230.00	1,575,230.00	33,614.80	33,614.80	0.00	1,541,615.20	

EXPENDITURE REPORT

July 2018 @ 8.34%

Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	656,214.00	656,214.00	58,535.83	58,535.83	0.00	597,678.17	8.9
OPERATIONS AND MAINTENANCE	101,065.00	101,065.00	6,333.46	6,333.46	0.00	94,731.54	6.3
CONTRACT SERVICES	59,000.00	59,000.00	6,038.58	6,038.58	0.00	52,961.42	10.2
CAPITAL EXPENDITURES	2,000.00	2,000.00	1,385.78	1,385.78	0.00	614.22	69.3
ADMINISTRATION	818,279.00	818,279.00	72,293.65	72,293.65	0.00	745,985.35	8.8
Dept: 20 RECREATION							
SALARIES AND BENEFITS	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	40,000.00	40,000.00	15,213.44	15,213.44	0.00	24,786.56	38.0
CONTRACT SERVICES	800.00	800.00	37.84	37.84	0.00	762.16	4.7
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
RECREATION	41,400.00	41,400.00	15,251.28	15,251.28	0.00	26,148.72	36.8
Dept: 30 ROSSMOOR PARK							
OPERATIONS AND MAINTENANCE	77,800.00	77,800.00	2,461.54	2,461.54	0.00	75,338.46	3.2
CONTRACT SERVICES	30,100.00	30,100.00	2,696.83	2,696.83	0.00	27,403.17	9.0
ROSSMOOR PARK	107,900.00	107,900.00	5,158.37	5,158.37	0.00	102,741.63	4.8
Dept: 40 MONTECITO CENTER							
OPERATIONS AND MAINTENANCE	15,424.00	15,424.00	670.91	670.91	0.00	14,753.09	4.3
CONTRACT SERVICES	4,700.00	4,700.00	369.23	369.23	0.00	4,330.77	7.9
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER	20,624.00	20,624.00	1,040.14	1,040.14	0.00	19,583.86	5.0
Dept: 50 RUSH PARK							
OPERATIONS AND MAINTENANCE	97,580.00	97,580.00	805.90	805.90	0.00	96,774.10	0.8
CONTRACT SERVICES	29,900.00	29,900.00	2,696.83	2,696.83	0.00	27,203.17	9.0
RUSH PARK	127,480.00	127,480.00	3,502.73	3,502.73	0.00	123,977.27	2.7
Dept: 60 STREET LIGHTING							
CONTRACT SERVICES	103,000.00	103,000.00	8,759.79	8,759.79	0.00	94,240.21	8.5
STREET LIGHTING	103,000.00	103,000.00	8,759.79	8,759.79	0.00	94,240.21	8.5
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,300.00	2,300.00	-2,161.20	-2,161.20	0.00	4,461.20	-94.0
ROSSMOOR WALL	2,300.00	2,300.00	-2,161.20	-2,161.20	0.00	4,461.20	-94.0
Dept: 70 STREET SWEEPING							

EXPENDITURE REPORT

July 2018 @ 8.34%

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Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 70 STREET SWEEPING							
CONTRACT SERVICES	55,120.00	55,120.00	0.00	0.00	0.00	55,120.00	0.0
STREET SWEEPING	55,120.00	55,120.00	0.00	0.00	0.00	55,120.00	0.0
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	780.00	780.00	58.59	58.59	0.00	721.41	7.5
OPERATIONS AND MAINTENANCE	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CONTRACT SERVICES	86,500.00	86,500.00	5,034.22	5,034.22	0.00	81,465.78	5.8
CAPITAL EXPENDITURES	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.0
PARKWAY TREES	113,380.00	113,380.00	5,092.81	5,092.81	0.00	108,287.19	4.5
Dept: 90 MINI-PARKS AND MEDIANS							
OPERATIONS AND MAINTENANCE	10,042.00	10,042.00	3,077.31	3,077.31	0.00	6,964.69	30.6
CONTRACT SERVICES	3,250.00	3,250.00	310.72	310.72	0.00	2,939.28	9.6
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	13,392.00	13,392.00	3,388.03	3,388.03	0.00	10,003.97	25.3
Expenditures	1,402,875.00	1,402,875.00	112,325.60	112,325.60	0.00	1,290,549.40	8.0
Grand Total Net Effect:	-1,402,875.00	-1,402,875.00	-112,325.60	-112,325.60	0.00	-1,290,549.40	

REVENUE/EXPENDITURE REPORT

July 2018 @ 8.34%

Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
3000 Current Secured Property Taxes	881,680.00	881,680.00	4,467.87	4,467.87	0.00	877,212.13	0.5
3001 Current unsecured prop tax	27,000.00	27,000.00	0.00	0.00	0.00	27,000.00	0.0
3002 Prior secured property taxes	7,100.00	7,100.00	351.55	351.55	0.00	6,748.45	5.0
3003 Prior unsecured prop taxes	350.00	350.00	0.00	0.00	0.00	350.00	0.0
3004 Delinquent property taxes	800.00	800.00	724.78	724.78	0.00	75.22	90.6
3010 Current supplemental assessmnt	24,000.00	24,000.00	3,441.91	3,441.91	0.00	20,558.09	14.3
3020 Public utility tax	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
PROPERTY TAXES	954,930.00	954,930.00	8,986.11	8,986.11	0.00	945,943.89	0.9
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	339,900.00	339,900.00	3,129.67	3,129.67	0.00	336,770.33	0.9
ASSESSMENTS	339,900.00	339,900.00	3,129.67	3,129.67	0.00	336,770.33	0.9
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	8,000.00	8,000.00	5,049.02	5,049.02	0.00	2,950.98	63.1
USE OF MONEY AND PROPERTY	8,000.00	8,000.00	5,049.02	5,049.02	0.00	2,950.98	63.1
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,400.00	5,400.00	0.00	0.00	0.00	5,400.00	0.0
3305 County street sweep reimburse	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	0.00	0.00	0.00	60,400.00	0.0
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	25,000.00	25,000.00	3,221.50	3,221.50	0.00	21,778.50	12.9
3405 Wall Rental	500.00	500.00	40.00	40.00	0.00	460.00	8.0
3406 Ball field reservations	25,000.00	25,000.00	1,416.50	1,416.50	0.00	23,583.50	5.7
3410 Rossmoor building rental	18,500.00	18,500.00	540.00	540.00	0.00	17,960.00	2.9
3412 Montecito building rental	27,000.00	27,000.00	989.00	989.00	0.00	26,011.00	3.7
3414 Rush Park Building Rental	94,000.00	94,000.00	10,093.00	10,093.00	0.00	83,907.00	10.7
FEES AND SERVICES	190,000.00	190,000.00	16,300.00	16,300.00	0.00	173,700.00	8.6
Acct Class: 35 OTHER REVENUE							
3500 Other miscellaneous revenue	2,000.00	2,000.00	150.00	150.00	0.00	1,850.00	7.5
3502 Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
OTHER REVENUE	22,000.00	22,000.00	150.00	150.00	0.00	21,850.00	0.7
Dept: 00	1,575,230.00	1,575,230.00	33,614.80	33,614.80	0.00	1,541,615.20	2.1
Revenues	1,575,230.00	1,575,230.00	33,614.80	33,614.80	0.00	1,541,615.20	2.1
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS							
4000 Board of Directors Compensatn	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
4006 SALARY - ADMINISTRATION	236,000.00	236,000.00	21,078.33	21,078.33	0.00	214,921.67	8.9
4007 Vehicle Allowance	250.00	250.00	18.40	18.40	0.00	231.60	7.4
4008 SALARY - RECREATION	114,764.00	114,764.00	10,443.69	10,443.69	0.00	104,320.31	9.1
4009 SALARY - PARK/TREE MAINTENANCE	142,800.00	142,800.00	14,086.09	14,086.09	0.00	128,713.91	9.9
4010 Workers Compensation Insurance	27,000.00	27,000.00	1,788.67	1,788.67	0.00	25,211.33	6.6
4011 Medical Insurance	91,000.00	91,000.00	7,596.13	7,596.13	0.00	83,403.87	8.3
4015 Federal Payroll Tax -FICA	34,000.00	34,000.00	3,485.90	3,485.90	0.00	30,514.10	10.3
4018 State Payroll Taxes	2,400.00	2,400.00	38.62	38.62	0.00	2,361.38	1.6
SALARIES AND BENEFITS	656,214.00	656,214.00	58,535.83	58,535.83	0.00	597,678.17	8.9
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	17,500.00	17,500.00	0.00	0.00	0.00	17,500.00	0.0
5004 Memberships and Dues	6,400.00	6,400.00	2,000.00	2,000.00	0.00	4,400.00	31.3
5006 Travel & Meetings	1,000.00	1,000.00	902.33	902.33	0.00	97.67	90.2

REVENUE/EXPENDITURE REPORT

July 2018 @ 8.34%

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Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5007 Televised Meeting Costs	21,100.00	21,100.00	0.00	0.00	0.00	21,100.00	0.0
5010 Publications & Legal Notices	6,500.00	6,500.00	148.20	148.20	0.00	6,351.80	2.3
5012 Printing	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5014 Postage	2,000.00	2,000.00	106.91	106.91	0.00	1,893.09	5.3
5016 Office Supplies	9,000.00	9,000.00	1,478.17	1,478.17	0.00	7,521.83	16.4
5020 Telephone	14,365.00	14,365.00	791.93	791.93	0.00	13,573.07	5.5
5021 Computer Costs	3,700.00	3,700.00	524.27	524.27	0.00	3,175.73	14.2
5045 Miscellaneous Expenditures	9,000.00	9,000.00	97.87	97.87	0.00	8,902.13	1.1
5046 Bank Service Charge	2,000.00	2,000.00	283.78	283.78	0.00	1,716.22	14.2
5050 Elections	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
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OPERATIONS AND MAINTENANCE	101,065.00	101,065.00	6,333.46	6,333.46	0.00	94,731.54	6.3
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	23,000.00	23,000.00	5,520.00	5,520.00	0.00	17,480.00	24.0
5615 Financial Audit-Consulting	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
5670 Other Professional Services	24,000.00	24,000.00	518.58	518.58	0.00	23,481.42	2.2
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CONTRACT SERVICES	59,000.00	59,000.00	6,038.58	6,038.58	0.00	52,961.42	10.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	2,000.00	2,000.00	1,385.78	1,385.78	0.00	614.22	69.3
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CAPITAL EXPENDITURES	2,000.00	2,000.00	1,385.78	1,385.78	0.00	614.22	69.3
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ADMINISTRATION	818,279.00	818,279.00	72,293.65	72,293.65	0.00	745,985.35	8.8
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4007 Vehicle Allowance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
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SALARIES AND BENEFITS	100.00	100.00	0.00	0.00	0.00	100.00	0.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	550.00	550.00	0.00	0.00	0.00	550.00	0.0
5017 Community Events	30,000.00	30,000.00	7,213.44	7,213.44	0.00	22,786.56	24.0
5019 Fireworks	8,700.00	8,700.00	8,000.00	8,000.00	0.00	700.00	92.0
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
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OPERATIONS AND MAINTENANCE	40,000.00	40,000.00	15,213.44	15,213.44	0.00	24,786.56	38.0
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	800.00	800.00	37.84	37.84	0.00	762.16	4.7
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CONTRACT SERVICES	800.00	800.00	37.84	37.84	0.00	762.16	4.7
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
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CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
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RECREATION	41,400.00	41,400.00	15,251.28	15,251.28	0.00	26,148.72	36.8
Dept: 30 ROSSMOOR PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5022 Utilities	14,000.00	14,000.00	1,258.13	1,258.13	0.00	12,741.87	9.0
5023 Water	25,750.00	25,750.00	0.00	0.00	0.00	25,750.00	0.0
5025 SECURED PROP TAX	950.00	950.00	0.00	0.00	0.00	950.00	0.0
5030 Vehicle Maintenance	800.00	800.00	44.61	44.61	0.00	755.39	5.6
5032 Building & Grounds-Maintenance	30,000.00	30,000.00	1,145.34	1,145.34	0.00	28,854.66	3.8
5034 Alarm Systems	850.00	850.00	13.46	13.46	0.00	836.54	1.6
5045 Miscellaneous Expenditures	450.00	450.00	0.00	0.00	0.00	450.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0

REVENUE/EXPENDITURE REPORT

July 2018 @ 8.34%

Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018

Fund: 10 - GENERAL FUND

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Expenditures							
Dept: 30 ROSSMOOR PARK							
OPERATIONS AND MAINTENANCE	77,800.00	77,800.00	2,461.54	2,461.54	0.00	75,338.46	3.2
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	28,000.00	28,000.00	2,618.55	2,618.55	0.00	25,381.45	9.4
5656 Tree Trimming	1,300.00	1,300.00	49.04	49.04	0.00	1,250.96	3.8
5670 Other Professional Services	800.00	800.00	29.24	29.24	0.00	770.76	3.7
CONTRACT SERVICES	30,100.00	30,100.00	2,696.83	2,696.83	0.00	27,403.17	9.0
ROSSMOOR PARK							
107,900.00	107,900.00	5,158.37	5,158.37	0.00	102,741.63	4.8	
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5022 Utilities	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5023 Water	1,834.00	1,834.00	354.30	354.30	0.00	1,479.70	19.3
5025 SECURED PROP TAX	790.00	790.00	0.00	0.00	0.00	790.00	0.0
5030 Vehicle Maintenance	800.00	800.00	44.61	44.61	0.00	755.39	5.6
5032 Building & Grounds-Maintenance	4,000.00	4,000.00	258.94	258.94	0.00	3,741.06	6.5
5034 Alarm Systems	500.00	500.00	13.06	13.06	0.00	486.94	2.6
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	15,424.00	15,424.00	670.91	670.91	0.00	14,753.09	4.3
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	2,800.00	2,800.00	290.95	290.95	0.00	2,509.05	10.4
5656 Tree Trimming	1,100.00	1,100.00	49.04	49.04	0.00	1,050.96	4.5
5670 Other Professional Services	800.00	800.00	29.24	29.24	0.00	770.76	3.7
CONTRACT SERVICES	4,700.00	4,700.00	369.23	369.23	0.00	4,330.77	7.9
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
MONTECITO CENTER							
20,624.00	20,624.00	1,040.14	1,040.14	0.00	19,583.86	5.0	
Dept: 50 RUSH PARK							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5018 Janitorial Supplies	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
5022 Utilities	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
5023 Water	37,080.00	37,080.00	0.00	0.00	0.00	37,080.00	0.0
5025 SECURED PROP TAX	3,700.00	3,700.00	0.00	0.00	0.00	3,700.00	0.0
5030 Vehicle Maintenance	800.00	800.00	44.75	44.75	0.00	755.25	5.6
5032 Building & Grounds-Maintenance	28,000.00	28,000.00	634.08	634.08	0.00	27,365.92	2.3
5034 Alarm Systems	750.00	750.00	127.07	127.07	0.00	622.93	16.9
5045 Miscellaneous Expenditures	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	0.0
OPERATIONS AND MAINTENANCE	97,580.00	97,580.00	805.90	805.90	0.00	96,774.10	0.8
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	28,000.00	28,000.00	2,618.55	2,618.55	0.00	25,381.45	9.4
5656 Tree Trimming	1,100.00	1,100.00	49.04	49.04	0.00	1,050.96	4.5
5670 Other Professional Services	800.00	800.00	29.24	29.24	0.00	770.76	3.7
CONTRACT SERVICES	29,900.00	29,900.00	2,696.83	2,696.83	0.00	27,203.17	9.0
RUSH PARK							
127,480.00	127,480.00	3,502.73	3,502.73	0.00	123,977.27	2.7	
Dept: 60 STREET LIGHTING							

REVENUE/EXPENDITURE REPORT

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Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 60 STREET LIGHTING								
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	103,000.00	103,000.00	8,759.79	8,759.79	0.00	94,240.21	8.5
CONTRACT SERVICES		103,000.00	103,000.00	8,759.79	8,759.79	0.00	94,240.21	8.5
STREET LIGHTING		103,000.00	103,000.00	8,759.79	8,759.79	0.00	94,240.21	8.5
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
5032	Building & Grounds-Maintenance	100.00	100.00	-2,161.20	-2,161.20	0.00	2,261.20	-2161.2
OPERATIONS AND MAINTENANCE		2,300.00	2,300.00	-2,161.20	-2,161.20	0.00	4,461.20	-94.0
ROSSMOOR WALL		2,300.00	2,300.00	-2,161.20	-2,161.20	0.00	4,461.20	-94.0
Dept: 70 STREET SWEEPING								
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	55,120.00	55,120.00	0.00	0.00	0.00	55,120.00	0.0
CONTRACT SERVICES		55,120.00	55,120.00	0.00	0.00	0.00	55,120.00	0.0
STREET SWEEPING		55,120.00	55,120.00	0.00	0.00	0.00	55,120.00	0.0
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4007	Vehicle Allowance	780.00	780.00	58.59	58.59	0.00	721.41	7.5
SALARIES AND BENEFITS		780.00	780.00	58.59	58.59	0.00	721.41	7.5
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5030	Vehicle Maintenance	50.00	50.00	0.00	0.00	0.00	50.00	0.0
5051	Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0.0
OPERATIONS AND MAINTENANCE		100.00	100.00	0.00	0.00	0.00	100.00	0.0
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	76,000.00	76,000.00	3,105.55	3,105.55	0.00	72,894.45	4.1
5657	Tree Care/Treatments	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
5660	TREE REMOVAL	2,500.00	2,500.00	1,716.25	1,716.25	0.00	783.75	68.7
5670	Other Professional Services	3,000.00	3,000.00	212.42	212.42	0.00	2,787.58	7.1
CONTRACT SERVICES		86,500.00	86,500.00	5,034.22	5,034.22	0.00	81,465.78	5.8
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.0
CAPITAL EXPENDITURES		26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.0
PARKWAY TREES		113,380.00	113,380.00	5,092.81	5,092.81	0.00	108,287.19	4.5
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5022	Utilities	1,150.00	1,150.00	27.56	27.56	0.00	1,122.44	2.4
5023	Water	6,592.00	6,592.00	474.35	474.35	0.00	6,117.65	7.2
5032	Building & Grounds-Maintenance	2,000.00	2,000.00	2,575.40	2,575.40	0.00	-575.40	128.8
5045	Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051	Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052	Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		10,042.00	10,042.00	3,077.31	3,077.31	0.00	6,964.69	30.6
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	2,800.00	2,800.00	290.95	290.95	0.00	2,509.05	10.4
5656	Tree Trimming	400.00	400.00	16.33	16.33	0.00	383.67	4.1
5670	Other Professional Services	50.00	50.00	3.44	3.44	0.00	46.56	6.9

REVENUE/EXPENDITURE REPORT

July 2018 @ 8.34%

Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 90 MINI-PARKS AND MEDIANS							
CONTRACT SERVICES	3,250.00	3,250.00	310.72	310.72	0.00	2,939.28	9.6
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	13,392.00	13,392.00	3,388.03	3,388.03	0.00	10,003.97	25.3
Expenditures	1,402,875.00	1,402,875.00	112,325.60	112,325.60	0.00	1,290,549.40	8.0
Net Effect for GENERAL FUND	172,355.00	172,355.00	-78,710.80	-78,710.80	0.00	251,065.80	-45.7
Change in Fund Balance:			-78,710.80				

REVENUE/EXPENDITURE REPORT

July 2018 @ 8.34%

Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	380,000.00	380,000.00	2,552.10	2,552.10	0.00	377,447.90	0.7
3101 Property assessments-prior yr	3,400.00	3,400.00	73.76	73.76	0.00	3,326.24	2.2
ASSESSMENTS	383,400.00	383,400.00	2,625.86	2,625.86	0.00	380,774.14	0.7
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,058.00	1,058.00	0.00	0.00	0.00	1,058.00	0.0
USE OF MONEY AND PROPERTY	1,058.00	1,058.00	0.00	0.00	0.00	1,058.00	0.0
Dept: 00	384,458.00	384,458.00	2,625.86	2,625.86	0.00	381,832.14	0.7
Revenues	384,458.00	384,458.00	2,625.86	2,625.86	0.00	381,832.14	0.7
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
5619 Bond Trustee	3,048.00	3,048.00	3,323.50	3,323.50	0.00	-275.50	109.0
CONTRACT SERVICES	23,048.00	23,048.00	3,323.50	3,323.50	0.00	19,724.50	14.4
Acct Class: 58 DEBT SERVICE							
5800 Principal	295,000.00	295,000.00	0.00	0.00	0.00	295,000.00	0.0
5801 Interest	56,265.00	56,265.00	0.00	0.00	0.00	56,265.00	0.0
DEBT SERVICE	351,265.00	351,265.00	0.00	0.00	0.00	351,265.00	0.0
RUSH PARK	374,313.00	374,313.00	3,323.50	3,323.50	0.00	370,989.50	0.9
Expenditures	374,313.00	374,313.00	3,323.50	3,323.50	0.00	370,989.50	0.9
Net Effect for ASSESSMENT DISTRICT FUND-RUSH	10,145.00	10,145.00	-697.64	-697.64	0.00	10,842.64	-6.9
Change in Fund Balance:			-697.64				

REVENUE/EXPENDITURE REPORT

July 2018 @ 8.34%

Rossmoor Community

For the Period: 7/1/2018 to 7/31/2018		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Expenditures								
Dept: 65 ROSSMOOR WALL								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	0.0
CAPITAL EXPENDITURES		11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	0.0
ROSSMOOR WALL								
Dept: 75 CAPITAL PROJECTS								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5045	Miscellaneous Expenditures	0.00	0.00	538.25	538.25	0.00	-538.25	0.0
OPERATIONS AND MAINTENANCE		0.00	0.00	538.25	538.25	0.00	-538.25	0.0
CAPITAL PROJECTS		0.00	0.00	538.25	538.25	0.00	-538.25	0.0
Expenditures		11,500.00	11,500.00	538.25	538.25	0.00	10,961.75	4.7
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS		-11,500.00	-11,500.00	-538.25	-538.25	0.00	-10,961.75	4.7
Change in Fund Balance:				-538.25				
Grand Total Net Effect:		171,000.00	171,000.00	-79,946.69	-79,946.69	0.00	250,946.69	

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: September 11, 2018
To: Honorable Board of Directors
From: General Manager
SUBJECT: RESOLUTION NO. 18-09-11-01 REJECTION OF GOVERNMENT CLAIM

RECOMMENDATION:

Approve by roll call vote, Resolution No. 18-09-11-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF THE ROSSMOOR COMMUNITY SERVICES
DISTRICT'S REJECTION OF GOVERNMENT CLAIM

BACKGROUND:

A claim in the amount of \$840.35 has been filed by Rossmoor Resident Mr. Pierre Bouchard; residing at 3102 Quail Run Road, Rossmoor, CA 90720, alleging damage to his property caused by a parkway tree. This claim was forwarded to Special District Risk Management Authority (SDRMA) who provides insurance for the District. They are advising the District to reject this claim.

The attached Resolution formally rejects the tort claim. Further action on this matter will be conducted in accordance with established liability claim procedures as recommended by SDRMA. By rejection of this claim, the matter will be turned back over to SDRMA for their decision on whether or not to pay the claim.

ATTACHMENTS:

1. Resolution No. 18-09-11-01 Rejection of Claim.
2. Claim: Dated August 18, 2018.
3. Email dated August 24, 2018 from SDRMA Advising the District to Reject the Claim.

ROSSMOOR COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 18-09-11-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ROSSMOOR COMMUNITY SERVICES DISTRICT'S REJECTION OF
CLAIM**

WHEREAS, a claim for monetary damages (Claim) was presented by Pierre Bouchard, dated August 20, 2018 against the Rossmoor Community Services District for property damages; and

WHEREAS, that the Board of Directors the Rossmoor Community Services District has timely considered the Claim filed by Pierre Bouchard.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Rossmoor Community Services District has concluded that the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager is authorized to give notice to Mr. Pierre Bouchard of this Board's decision to reject in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the Claim. Such notice, together with a copy of this Resolution, shall be served upon Mr. Pierre Bouchard on or before September 25, 2018.

PASSED AND ADOPTED this 11th day of September, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Tony DeMarco, President
Rossmoor Community Services District

ATTEST:

James D. Ruth, Secretary
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

CLAIM FORM

(Please Type or Print)

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

CLAIM AGAINST ROSSMOOR COMMUNITY SERVICES DISTRICT

Claimant's name: PIERRE BOUCHARD DOB: _____

Claimant's address: 3102 QUAIL RUN ROAD, LOS ALAMITOS, CA 90720

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 8/18/2018

Date injuries, damages, or losses were discovered: 8/18/2018

Location of incident/accident: 3102 QUAIL RUN ROAD, LOS ALAMITOS, CA 90720

What did entity or employee do to cause this loss, damage, or injury? _____

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? (SEE PICTURES) OF BRANCH
THAT DAMAGE MY TRUCK

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] _____

SEE NORMS ESTIMATE

How was this amount calculated (please itemize)? PROFESSIONALLY BY NORMS
AUTOMOTIVE COLLISION ON 8/20/2018

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Have you filed a claim with you insurance carrier? Yes _____ No

Date Signed: 8/20/2018 Signature: 

If signed by representative: _____

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

RECEIVED

AUG 20 2018

FORM B

NORMS AUTOMOTIVE COLLISION CENTER

11042 WINNERS CIRCLE, LOS ALAMITOS, CA
90720

Phone: (562) 598-8200

FAX: (562) 598-0046

Workfile ID: 2f60fbd8

State EPA: CAL000282784

BAR: ARD00240236

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:
bouchared, pierre		Phone:	JOHN MANUKIAN
		Claim:	Create Date: 8/20/2018
		Loss Date:	
(562) 760-6888		Deductible:	

2010 TOYO Tundra Double Cab Automatic 4D P/U 8-5.7L Gasoline EFI

VIN: 5TFRY5F14AX080389	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		ELECTRICAL						
2	E01	Remove/Replace	RT Base	1	40.09T	OEM	0.7	Body	
3	E01	Remove/Replace	Mast	1	40.35T	OEM	0.0	Body	
4	E01		FRONT LAMPS						
5	E01	Remove/Install	RT R&I headlamp assy				0.3	Body	
6	E01		HOOD						
7	E01	Refinish	Hood						2.8
8	E01		Add for Clear Coat						1.1
9	E01		FENDER						
10	E01	Remove/Install	RT Fender liner w/o cold spec				0.3	Body	
11	E01	Remove/Install	RT Liner extension w/steel type bumper				0.2	Body	
12	E01	Remove/Install	RT Nameplate "i FORCE V8 5.7L"				0.2	Body	
13	E01	Repair	RT Fender				1.0	Body	2.2
14	E01		Overlap Major Adj. Panel						(0.4)
15	E01		Add for Clear Coat						0.4
16	E01		COVER CAR	1	5.00	Other	0.3	Body	
17	E01		COLOR SAND AND BUFF				1.0	Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					85.44
Labor, Body			52.00	4.0	208.00
Labor, Refinish			52.00	6.1	317.20
Material, Paint			34.00	6.1	207.40

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

8/20/2018 7:35:54 AM

Page 1

Estimate

RO Number:

2010 TOYO Tundra Double Cab Automatic 4D P/U 8-5.7L Gasoline EFI

Subtotal	818.04
Sales Tax	22.31
Grand Total	840.35
Net Total	840.35

Estimate Version	Total \$
Original	840.35

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00
Customer Total \$:	840.35
Received from Customer \$:	0.00
Balance due from Customer \$:	840.35

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural







Sent from my iPhone

Jessica Verduzco

From: ~~XXXXXXXXXXXXXXXXXXXX~~
Sent: Friday, August 24, 2018 7:54 AM
To: Jessica Verduzco
Cc: Mary Kingman
Subject: RE: New claim

Good Morning Jessica,

Since there were no prior issues with the tree and it was last trimmed within the 4 year schedule, we are recommending that the District rejects this claim. Once you issue the Notice of Rejection, please forward me a copy for my file. Let me know if you have any questions.

Thanks.

Heidi Singer
Claims Examiner I


Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, California 95814
Direct 916.231.4126
Office 800.537.7790 or 916.231.4141
Fax 916.231.4111
~~XXXXXXXXXX~~
www.sdrma.org

A proud California Special Districts Alliance partner - California Special Districts Association | Special District Risk Management Authority | CSDA Finance Corporation

 Please consider the environment before you print

STATEMENT OF CONFIDENTIALITY | This electronic message and any files or attachments transmitted with it may be confidential, privileged, or proprietary information of the Special District Risk Management Authority. The information is solely for the use of the individual or entity to which it was intended to be addressed. If the reader of this message is not the intended recipient, you are hereby notified that use, distribution, or copying of this e-mail is strictly prohibited. If you received this e-mail in error, please notify the sender immediately, destroy any copies, and delete it from your system.

From: Jessica Verduzco <JVerduzco@rossmoor-csd.org>
Sent: Tuesday, August 21, 2018 9:01 AM
To: Heidi Singer <hsinger@sdrma.org>; Danny Pena <dpena@sdrma.org>
Cc: Mary Kingman <MKingman@rossmoor-csd.org>
Subject: RE: New claim

Good Morning Heidi,

Yes, this is a District tree. I will let Mary get back to you regarding the history of this tree. Have a great day...

Thanks,
Jessica Verduzco, General Clerk
Rossmoor Community Service District
Phone: (562)430-3707 ext. 100
Fax: (562) 431-3710

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: September 11, 2018
To: Honorable Board of Directors
From: RCSD, General Manager
Subject: SECOND READING PROPOSED POLICY NO. 2210 HARASSMENT
UPDATING AND RESTRUCTURE BOARD POLICIES RE:
HARASSMENT

RECOMMENDATION:

Give second reading to revised Policy No. 2210 Harassment which combines two former Board Policies, No. 2210 Sexual Harassment and Policy No. 2215 Harassment into a single updated policy.

BACKGROUND:

In compliance with AB 1661 District staff recently completed mandatory Harassment Prevention Training requiring all local agency officials to receive training in ethics and to receive sexual harassment prevention training and education, at specified intervals. Recently, California Governor Jerry Brown signed SB 396 into law which, starting January 1, 2018, requires that the harassment prevention training include content on harassment based on gender identity, gender expression and sexual orientation. In an effort to be in full compliance with these laws, General Counsel has recommended that the District restructure its policies on Sexual Harassment and Harassment in the workplace. General Counsel has reviewed existing policies No. 2210 and 2215 and combined them into a single policy labeled "Harassment".

The Board gave first reading to this policy at its August 14, 2018 regular meeting. Attached is the current Table of Contents for Board policies, Proposed Policy No. 2210 Harassment and former Policies 2210 Sexual Harassment and 2215 Harassment for the Board's consideration.

ATTACHMENTS:

1. Policy Handbook Table of Contents.
2. Proposed Policy No. 2210 Harassment.
3. Original Policy No. 2210 Sexual Harassment.
4. Original Policy No.2215 Harassment.

ROSSMOOR COMMUNITY SERVICES DISTRICT POLICY HANDBOOK

Table of Contents

<u>No.</u>	<u>Title</u>	<u>Approved</u>
SERIES 1000 - POLICY		
1000	Board Policies	011414
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1015	Mission and Jurisdiction	031015
1020	Conflict of Interest	101210
1030	Public Complaints	011403
<hr/>		
SERIES 2000 - PERSONNEL		
2000	General Manager Authority and Responsibilities	101309
2005	Treasurer	071106
2010	Categories of Employment, Positions and Hours of Work	051209
2015	Employment Probationary Period and Benefits	051209
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2060	Jury Duty	051209
2100	District/Personal Vehicle Usage	071310
2150	Employee Compensation and Benefits	110811
2155	Annual Setting of Compensation Ranges	051209
2160	Deferred Compensation	011105
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2190	Illegal Drug, Alcohol & Controlled Substance Abuse	091410
2210	Sexual Harassment	011210
2215	Harassment	011210
2220	Non-Discrimination and Equal Opportunity	011210
2350	Use of Volunteers	041304

Rossmoor Community Services District**Policy****No. 2210**

HARASSMENT IN EMPLOYMENT

2210.00 Purpose. The purpose of the District's policy is to establish a strong commitment to prohibit harassment in employment, to define harassment and to set forth a procedure for investigation and resolving internal complaints of harassment.

2210.10 Harassment Prohibited. It is the policy of the District that harassment will not be tolerated in the workplace. Disciplinary action up to and including termination will be instituted for behavior described in the definition of harassment set forth below.

2010.20 Definitions. Harassment includes, but is not limited to:

2010.21 Verbal Harassment. For example, epithets, derogatory comments or slurs based on race, religious creed, color, national origin, ancestry, handicap, disability, medical condition, marital status, sex or age. This might include inappropriate sex oriented comments on appearance, including dress or physical features or race oriented stories.

2010.22 Physical Harassment. For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age. This could be conduct in the form of pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

2010.22 Visual Forms of Harassment. For example, derogatory posters, notices, bulletins, cartoons, or drawings based on race, religious creed, color, national origin, ancestry, handicap, medical conditions, marital status, sex or age.

2010.23 Sexual Favors. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance or creates an offensive work environment.

2010.30 Policy. The District is committed to providing a work environment free of unlawful discrimination and harassment and to discrimination free hiring practices. The District's anti-discrimination policy will consist of the following provisions.

2010.31 Prohibit discriminatory and/or harassing conduct.

2010.32 Require the prompt reporting and investigation of alleged discriminatory and/or harassing conduct.

2010.33 Imposing strong sanctions against individuals who violate this policy.

2010.34 Prohibiting retaliation against those who report, or assist in the investigation of, discriminatory conduct as set forth in this policy.

2010.35 Advising persons who believe they have been the subject of discriminatory conduct of their rights under this policy as well as state and federal discrimination laws.

2010.40 Discrimination Prohibited. The District will enforce its discrimination policy by requiring the following of all District employees, officers, or officials:

2010.41 All decisions regarding recruitment, hiring, promotions, assignments, training, or any other term or condition of employment will not be based upon an individual's race, color, religion, sex, marital status, national origin, ancestry, handicap, medical condition or age.

2010.42 Prohibiting unlawful discrimination or harassment against any person on the basis of race, color, religion, sex, marital status, national origin, handicap, medical condition or age.

2010.43 Prohibiting any District employee, officer, contractor or official from harassing any applicant or employee.

2010.44 Prohibiting the aiding, abetting, or encouraging harassment or discrimination on the basis of race, color, religion, sex, marital status, national origin, ancestry, handicap, medical condition, or age.

2010.45 Prohibiting any retaliation or discrimination against any individual because that individual has:

2010.45.1 Opposed any unlawful practice.

2010.45.2 Reported any act of discrimination in accordance with this policy or the California Fair Employment and Housing Act.

2010.45.3 Cooperated with the District or a state or federal agency with authority to resolve such a complaint of discrimination in the investigation of that complaint.

2010.45.4 Filed or assisted in the filing of a discrimination complaint with the District or any state or federal agency with appropriate jurisdiction to resolve such a complaint.

2010.50 Responsibility for Enforcement. It is the responsibility of all District employees with supervisory duties to make certain that all employees and contractors under their direction or control comply with this policy. Each supervisor will be responsible for monitoring the activities of all employees and contractors under his/her supervision with the potential to lead to a violation of this policy and, after consultation with the General Manager, will take appropriate corrective action. Corrective action may include counseling and/or other disciplinary action, up to and including termination.

2010.60 Complaint Procedure. An employee or job applicant who believes he or she who has been harassed may make a complaint orally or in writing to their immediate supervisor or to the General Manager. Any supervisor who receives a complaint shall immediately notify the General Manager. In case of a complaint involving the General Manager, the complaint may be made to the Board President. Any supervisor receiving a complaint involving the General Manager shall immediately notify the Board President. Upon notification of a harassment complaint, the General Manager, or, in cases where the General Manager is involved in the complaint, the Board President, in consultation with General Counsel shall:

2010.60.1 Authorize the investigation of the complaint and supervise and/or investigate the complaint. The investigation may be conducted by, and the District may retain, a third party with demonstrated knowledge and expertise in such matters. The investigation will include interviews with:

2010.60.1.1 The complainant,

2010.60.1.2 The accused harasser; and,

2010.60.1.3 Any other persons the General Manager or other person supervising the investigation has reason to believe has relevant knowledge concerning the complaint. This may include victims of similar conduct.

2010.60.2 Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct and the context in which the alleged incidents occurred.

2010.60.3 Report the results of the investigation and the determination as to whether harassment occurred to appropriate persons, including to the complainant, the alleged harasser, the General Manager, or other person overseeing the investigation, and the General Counsel. If discipline is imposed, the discipline will not be communicated to the complainant;

2010.60.4 If the harassment occurred, take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense;

2010.60.5 Take reasonable steps to protect the victim from further harassment;

2010.60.5.1 In the case of harassment by a contractor to the District, these steps may include terminating or otherwise modifying the contractual relationship with the harasser or his/or her employer.

2010.60.6 Take reasonable steps to protect the victim from any retaliation as a result of communicating the complaint;

2010.60.7 If appropriate, take action to remedy the victim's loss, if any, which resulted from the harassment.

2010.70 Compliance with the Law. Harassment as defined, violates Title VII of the Civil Rights Act of 1964, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission, and the California Fair Employment and Housing Commission. Violation of this policy shall generally constitute just and reasonable cause for discipline, up to and including termination.

2210.80 Mandatory Training. All District employees and appointed and/or elected officials shall complete two hours of harassment prevention training offered by the District within 6 months of their initial hire or assumption of office and every two years thereafter.

2210.81 Retention of Records. The District shall maintain records indicating the date that the employee and/or official received the training and the entity that provided the training, and shall retain those records for at least five years following completion of the training.

2210.90 Dissemination of Policy. All employees and elected and/or appointed officials shall be provided copies of this policy and this policy shall be posted in appropriate places.

2010.100 Prior Policies Replaced. Policy No. 2210, Sexual Harassment, and Policy No. 2215, Harassment, are hereby repealed and replaced with this single Policy No. 2210, Harassment.

Adopted: March 8, 1995

Approved renumbering and format: October 8, 2002

Reaffirmed: December 10, 2002

Amended: January 12, 2010

Revised: July 10, 2018

Adopted:

Rossmoor Community Services District

Policy

No. 2210

SEXUAL HARASSMENT

2210.00 Sexual Harassment Prohibited: It is the policy of the District that sexual harassment will not be tolerated in the workplace.

2210.10 Definition. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature made by someone from or in the work setting when:

2210.11 Submission to the conduct is made, either expressly or by implication, a term or condition of any individual's employment.

2210.12 The conduct has the purpose or effect of unreasonably interfering with individual's work or of creating an intimidating, hostile or offensive working environment or of adversely affecting the employee's performance, advancement, assigned duties or any other condition of employment or career development.

2210.13 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding, compensation, benefits and services, honors, assignments programs, or activities available in the work environment.

2210.20 Reporting Alleged Sexual Harassment Immediately: Allegations of non-compliance with this policy should be immediately reported to the General Manager or the Board President in case of a complaint against the General Manager so that such complaints may be addressed quickly and fairly resolved, if at all possible.

Adopted: March 8, 1995
Approved renumbering and format: October 8, 2002
Reaffirmed: December 10, 2002
Amended: January 12, 2010

Rossmoor Community Services District

Policy

No. 2215

HARASSMENT

2215.00 Harassment Free Work Environment: It is the policy of the District that it is committed to providing a work environment for the employees that is free of harassment.

2215.10 Definition: The District prohibits harassment because of race, religious creed, color, national origin or ancestry, physical/mental disability, medical condition, marital status, sexual orientation or preference, veteran's status, age or any other basis protected by federal, state, or local law, ordinance or regulation. This policy applies to all employees of the District.

2215.20 Reporting Alleged Harassment Immediately: Allegations of non-compliance with this policy should be reported immediately to the General Manager or the Board President in case of a complaint against the General Manager so that complaints may be addressed quickly and fairly investigated and resolved, if at all possible.

Adopted: January 11, 2005
Amended: January 12, 2010

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: September 11, 2018

To: Honorable Board of Directors

From: RCSD, General Manager

Subject: FIRST READING PROPOSED POLICY NO. 3091 RE: CONTRACT MAINTENANCE

RECOMMENDATION:

Give first reading to Proposed Policy No. 3091 Re: Contract Maintenance.

BACKGROUND:

In response to the substantial increase in the number of contracts the District was responsible for, staff developed and implemented comprehensive policies and procedures for the effective administration and management of the District's many contracts. During the current fiscal year, thirteen contracts were negotiated and approved by the RCSD Board of Directors. District staff developed hard copy and cloud-based management and file sharing protocols in Microsoft Office SharePoint. A contract management policy was developed to guide the future organization and management of District contracts.

Attached is the current Table of Contents for Board policies and Proposed Policy No. 3091 Re: Contract Maintenance for the Board's consideration.

ATTACHMENTS:

1. Policy Handbook Table of Contents.
2. Proposed Policy No. 3091 Contract Maintenance.

ROSSMOOR COMMUNITY SERVICES DISTRICT POLICY HANDBOOK

Table of Contents

<u>No.</u>	<u>Title</u>	<u>Approved</u>
SERIES 3000 – OPERATIONS		
3020	Budget Preparation, Adoption and Revision	021417
3021	Budgetary Control	021417
3025	Annual Financial Audit	021318
3030	Fixed Asset Accounting Control	011304
3035	Investment of District Funds	081010
3040	Utilization of District Resources	021417
3045	Preservation of Fiscal Resources	021417
3050	District Expenditure, Purchasing, Bidding and Contracting Limits	021417
3060	Employment of Outside Contractors/Consultants	120903
3070	Risk Management/Insurance	031406
3075	Parking on District Owned Property	051209
3080	Parkway and Rossmoor Way Median Tree Maintenance	041415
3085	Street Sweeping	011414
3090	Records Retention	110805
3095	Copying of Public Documents	121410
3096	Paperless Agenda and Tablet Device Use	040913
3097	E-Mail and Electronic Communications	051413

SERIES 4000 – BOARD OF DIRECTORS

4030	Board Remuneration and Reimbursement	011111
4040	Terms of Office for Board Officers and Directors	080806
4055	District Bank and Investment Accounts	111114
4080	Membership in Professional Associations/Organizations	071304
4090	Training, Education and Conferences	081304

SERIES 5000 – BOARD MEETINGS

5010	Board/Committee Meetings	121410
5020	Board Meeting Agenda	041415
5030	Committees of the Board of Directors	090815
5050	Review of Administrative Decisions	011105
5060	Minutes of Board Meetings	110910
5110	Rules of Order for Board Meetings	121410
5120	Board Code of Conduct	121410

Rossmoor Community Services District

Policy

No. 3091

CONTRACT MAINTENANCE

3091.10 Purpose of Policy: The purpose of this Policy is the establishment of guidelines for the efficient and proactive maintenance, revision and retention of the numerous and diverse contract documents managed by the Rossmoor Community Services District.

3091.20 Storage of Active Contract Binders: Each contract ("Professional Services Agreement") between RCSD and the vendor/service provider will be kept in a colored binder, titled with the vendor/service provider's name, and stored in the filing cabinet located in the main lobby of the RCSD office. Administrative staff will be responsible for updating and organizing the contract binders with hard copy originals and related documentation.

3091.30 Security of Contract Binders: Contract binders can be checked out for interoffice use, but as District property, may not be removed from the District office. To check out a binder, the requesting party must complete the "OUT" portion of the file log card, designating the file name and name of the person(s) the designated binder is checked out to, as well as the check out date. This file log card is to be used as a place marker for the absent Contract Binder. Upon return of the binder, the card is to be returned to the front of the contract drawer for future use and marked "returned" in the designated area on the card.

3091.40 Cloud Based File Sharing: The District will also maintain an electronic copy of the original contract in a cloud based file sharing environment (known as Microsoft Office 365 SharePoint) in order to collaboratively manage and update District contracts, Bid Packages, Notifications, Quotes, insurance and other related contract documentation. A cloud-based calendar system, managed by RCSD staff, will utilize artificial intelligence to proactively remind those involved with the contract, of important deadlines and will assist in related agenda planning and scheduling.

3091.41 Communications: Communications regarding Contracts will be through Microsoft Office 365 SharePoint. The use of SharePoint will allow for all staff members involved with the contracts to have a central location to send emails to team members, share correspondence to/from vendors, store and access documentation pertaining to contracts, as well as access to the contracts themselves. A site titled *RCSD Contracts* has been set up for this purpose. RCSDContracts@rossmoor-csd.org email has been set up for the communications between members of the group.

3091.42 Tracking of Contracts: Contract and amendment renewal dates, as well as insurance renewal dates, will be tracked in the online contract management system (Microsoft *SharePoint*) under the *Contract Management* section, and in the Microsoft Excel Spreadsheet file labeled *Active Contracts & LT Permits spread sheet.xlsx*. This file will be maintained and updated by administrative personnel.

3091.50 Committee Meetings: Four to six months prior to the deadline for a contract renewal or extension, an Organizational Committee meeting will be held regarding contracts due for renewal and/or updates. The committee meetings will serve to efficiently communicate, schedule, and prepare for any necessary negotiations, modifications and agenda staff report preparation to be submitted for final approval by the General Manager and/or RCSD Board of Directors. The committee dialogue will help to ensure that all contract obligations and deadlines are being met and service levels continue to meet the needs of the District.

Adopted:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

DATE: September 11, 2018
TO: Honorable Board of Directors
FROM: RCSD, General Manager
SUBJECT: DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR YOGA INSTRUCTION AT RUSH PARK

RECOMMENDATION:

Approve Staff Recommendations to approve professional services agreement for yoga instruction at Rush Park, subject to approval once the proper insurance coverage has been provided to the District.

BACKGROUND:

Rossmoor Community Services District staff has met with Professional Yoga Instructor Holly Iris. With a passion for instilling the importance of lifelong learning in health and fitness, Holly would like to bring that same passion of learning by providing yoga classes to the community at Rush Park. A Dedicated adjunct professor at Cerritos College, Cypress College, Fullerton College, and also a former track and field coach at Los Alamitos High School and Cerritos College. Holly brings plenty of experience as well as a strong work ethic and a commitment to excellence that seem to be a great fit to provide a great yoga experience in Rossmoor.

ATTACHMENTS:

1. Proposed Professional Services Agreement
2. Instructor Background and Qualifications

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARK USE AGREEMENT

FOR INSTRUCTIONAL SERVICES—OUTDOOR FITNESS PROGRAMS

This Park Use Agreement (“Agreement”) is made and entered into September 11, 2018 by and between Rossmoor Community Services District (“DISTRICT”), and Holly Iris, a natural person, (“CONTRACTOR”). The DISTRICT and CONTRACTOR are sometimes referred to in this Agreement, each individually as a “Party,” or collectively, as the “Parties.”

RECITALS

WHEREAS, The Rossmoor Community Services District is a public agency authorized to own, operate, maintain and repair facilities for public recreation;

WHEREAS, The parties hereto desire to make available to the residents of Rossmoor and other individuals a recreation program in a responsible and efficient manner;

WHEREAS, The DISTRICT and CONTRACTOR have mutual interest in providing recreation programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, The DISTRICT has the authority to establish fees or other charges for services provided by the DISTRICT;

WHEREAS, The DISTRICT desires to enter into this Agreement for the non-exclusive use of District property as specified with Exhibit “A” Scope of Services attached hereto;

WHEREAS, CONTRACTOR desires to perform and assume responsibility for the provision of such Services on the terms and conditions set forth in this Agreement.

WHEREAS CONTRACTOR represents that he/she is experienced in providing such services.

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit B, Schedule of Use for the provision and administration of an outdoor fitness program, and related activities subject to approval by the District's Board of Directors.
- 1.2 CONTRACTOR promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services. CONTRACTOR shall be responsible for offering, scheduling, and conducting all of the outdoor fitness program activities set forth in Exhibit "B" Schedule of Use attached hereto by reference.
- 1.3 CONTRACTOR assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 CONTRACTOR personnel are not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the CONTRACTOR a non-exclusive license ("License") to utilize District property in accordance with the Scope of Services specified in Exhibit A, attached hereto, specifying the terms and conditions set forth herein below. The CONTRACTOR shall not use the facilities in any manner contrary to the terms of this Agreement without DISTRICT'S prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the CONTRACTOR by the granting of this License.
- 2.3 DISTRICT agrees that the fee charged CONTRACTOR under this AGREEMENT will be the same as those applied to all similar for-profit entities that charge a fee for the same or similar services

in Rossmoor parks. For clarification, this provision will specifically apply to individuals or organizational entities that provide fitness instruction for individuals or groups on a fee-for-service basis and are other than not-for-profit organizations. Further, if any such entity is charged a lower fee, CONTRACTOR will be subject to equal fee rates.

3. TERM & TERMINATION

- 3.1 The operating term of this License shall be from September 11, 2018 to September 11, 2019 and may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 Prior to the expiration of the initial term or an additional term, this Agreement may be extended for up to two (2) additional one (1) year terms in the sole discretion of the District General Manager, provided CONTRACTOR is in compliance with all of the provisions of this AGREEMENT.
- 3.3 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR, provided, however, that DISTRICT will provide CONTRACTOR notice of the breach and will be given five days to cure the breach before termination becomes effective.
- 3.4 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days written notice to DISTRICT. This Agreement, and the License granted hereunder, are not transferable or assignable by CONTRACTOR to any other person or entity without the prior written consent of DISTRICT.

4. SERVICES OF CONTRACTOR

- 4.1 CONTRACTOR agrees to the following:
 - (a) Teach or conduct fitness class(es) as mutually agreed upon by DISTRICT as outlined in Exhibit A: Scope of Services.
 - (b) CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es).

(c) CONTRACTOR will furnish all necessary and appropriate equipment and materials. CONTRACTOR is also responsible for the care of all DISTRICT owned equipment and property utilized by the CONTRACTOR. In the event the District's equipment and property are made available through Joint-Use Agreements, CONTRACTOR shall be responsible for the care and proper use of said items.

(d) DISTRICT is not obligated to provide for storage for any CONTRACTOR owned goods, equipment, or materials. In the event that storage is made available, DISTRICT is not responsible for theft, damage, loss, fire, or other event that may cause damage to CONTRACTOR property.

4.2 **Standard of Performance.** CONTRACTOR agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

4.3 **Certification.** CONTRACTOR agrees that he/she is trained and qualified to teach or conduct courses and will provide and maintain evidence of certification.

4.4. **Professionalism.** CONTRACTOR agrees to treat parks patrons, passersby, DISTRICT staff, agents with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above shall not be tolerated and may result in termination of this agreement in accordance with section 3.3.

4.5. **Facility Availability.** CONTRACTOR agrees that the DISTRICT cannot guarantee park location and assignment of such. Assignments are determined based on availability of each facility and class size.

5. **COMPENSATION:** CONTRACTOR may charge fees for Services rendered under this AGREEMENT as follows:

5.1 CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for its fitness classes.

- 5.2 CONTRACTOR shall not be entitled to expense reimbursements or any other amounts in connection with performance of this AGREEMENT.
- 5.3 CONTRACTOR shall be responsible for registration of participants, refund processing, and marketing for all classes and programs.
- 5.4 The DISTRICT has the right to observe any instructional class conducted by CONTRACTOR at no charge.
- 5.5 CONTRACTOR shall remit to DISTRICT the fees set forth in Exhibit B: Schedule of Use.

6. INDEPENDENT CONTRACTOR

- 6.1 CONTRACTOR shall perform all activities described herein as an independent CONTRACTOR of DISTRICT's facilities and shall remain at all times wholly independent of the DISTRICT.
- 6.2 DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise, or a joint venturer, or a member of any joint enterprise with CONTRACTOR.
- 6.3 CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. Neither CONTRACTOR nor any of CONTRACTOR's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the DISTRICT; and neither CONTRACTOR nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of forty (40) hours in any one week.
- 6.4 DISTRICT is under no obligation to withhold State and Federal tax deductions from CONTRACTOR's compensation. Neither CONTRACTOR nor any of CONTRACTOR's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this

Agreement.

7. USE OF PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises to third parties. CONTRACTOR 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.
- 7.2 **No Unlawful Uses.** CONTRACTOR shall only be permitted to use the Premises for instructional service activities and programs and CONTRACTOR agrees not to use the Premises for any immoral or unlawful purpose.
- 7.3 **Preservation of Insurance.** CONTRACTOR shall not commit any acts on the facilities, nor use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.
- 7.4 **No Waste or Nuisance.** CONTRACTOR shall not commit any waste or any public or private nuisance upon the facilities.
- 7.5 **Legal Compliance.** CONTRACTOR shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use the Premises.

8. HOURS OF USE

- 8.1 CONTRACTOR agrees to use the facility in accordance with Exhibit B: Schedule of Use.
- 8.2 Requests for additional hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled event.

9. INDEMNIFICATION

- 9.1 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 attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or CONTRACTOR'S use of District property hereunder or CONTRACTOR'S failure to comply with any of its obligations continued 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 laws of the State of California and will survive termination of this Agreement.
- 9.2 CONTRACTOR shall require all participants to sign a waiver to indemnify and hold harmless according to the terms referenced in Exhibit A: Scope of Services.
- 9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

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

- 10.1 **Workers' Compensation Insurance As Required By Law.** CONTRACTOR shall require all subcontractors similarly to provide such Workers' Compensation insurance for their respective employees. 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 the CONTRACTOR for District.
- 10.2 **Commercial or Comprehensive General Liability Coverage.** CONTRACTOR shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000.00) 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.
- 10.3 **Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR 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 (\$1,000,000.00) combined single limit for each occurrence.
- 10.4 **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. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 10.4.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured 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 CONTRACTOR”

- 10.5 This policy shall be considered primary insurance with respect to 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, shall be considered excess insurance only and shall not contribute with this policy.
- 10.6 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.
- 10.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
- 10.8 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.
- 10.9 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.
- 10.10 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR 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.
- 10.11 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT’S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

10.12 The CONTRACTOR 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.

10.13 Failure on the part of the CONTRACTOR 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 3, above.

11. FINGERPRINTING

11.1 CONTRACTORS providing services, or potentially providing services, to persons under 18 years of age, may be required to be fingerprinted by the Orange County Sheriff Police Department's "Live Scan, Department of Justice" system.

12. MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement, dated September 11, 2018 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 **Applicable Law.** This License shall be governed and interpreted in accordance with the laws of the State of California.

12.3 **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 License.

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

12.5 **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.

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

District: General Manager
 3001 Blume Drive
 Rossmoor, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

CONTRACTOR:

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit A: SCOPE OF SERVICES

Park Use Agreement—Instructional Services

Outdoor Fitness Programs

FOR: Holly Iris - Yoga Instructor

I. CLASSES OFFERED

A. CONTRACTOR agrees to the following:

Teach or conduct the following class(es) as mutually agreed upon by DISTRICT:

1. **Yoga**_____
2. _____
3. _____

B. CONTRACTOR agrees to charge the following amount per participant, per class and maintain and provide the District with a sign-in sheet for participants:

1. **\$20.00 Drop in Fee**_____
2. **\$10.00 - \$16.00**_____
3. **8 classes for \$10 / 4 classes for \$16**

C. CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es):

Instructors Approved to conduct the above-mentioned class(es) as mutually agreed upon by DISTRICT:

1. **Holly Iris**_____
2. _____
3. _____

II. FEES

A. Hourly use charge of \$10.00 an hour collected quarterly

III. USE OF DISTRICT PROPERTY

Any violations of the following may result in Termination of Agreement:

A. Equipment is not to exceed 25 lbs.

Park equipment and installations may not be used for exercise activity except for equipment designed for exercising. These include but are not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbeque grills. Adults may not exercise on playground equipment.

B. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.

C. Temporary marking of hard surfaces with chalk or other informative materials including spray chalk for grass is prohibited.

D. No music whatsoever (includes boom boxes, iPod docks, etc.).

E. Childcare offered during fitness classes shall not take place on District playgrounds. CONTRACTOR has the option of utilizing available facilities and paying established fees.

F. Private and Semi-Private (1-1 and 1-2) instruction, and Group (3 or more) instruction,

G. Permit holders must display a District-issued name badge or display card, printed with photograph and name, at all times while conducting instruction, classes or camps.

H. Permit holders shall follow staff instructions regarding locations in order to avoid damage to park facilities or turf areas, and to avoid interfering with maintenance schedules.

I. Permit holders must be at least 50 feet from sidewalks, picnic areas, playgrounds, buildings, and other CONTRACTOR groups.

J. Instruction is not to take place before 7:00am or after 8:00pm (5:00pm during daylight savings).

K. Weekend classes will not be permitted. This includes Saturdays.

L. No alcohol.

IV. PARTICIPANT WAIVER

Each participant must sign a waiver, the form of which is included below, and maintained by CONTRACTOR in a file.

RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I hereby release, discharge and agree not to sue Rossmoor Community Services District, including its officers, employees, and agents, (hereinafter the "District") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and/or my child's participation in the Yoga class from whatever cause, including the active or passive negligence of the District or any other participants in the Yoga class. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and /or statutory provision. In consideration of being permitted to participate in the Yoga class I hereby agree, for myself, my heirs, administrator, executors and assigns, that I shall defend, indemnify and hold harmless the District from any and all claims, demands, actions or suits arising out of or in connection with my and/or my child's participation in the Yoga class.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN OF MY OWN FREE WILL.

PARTICIPANT:

(Please Sign)

By: -----
(Please Print)

Name & Title: -----
(Please Print)

EXHIBIT B: SCHEDULE OF USE

Contract Services Agreement—Instructional Services

Outdoor Fitness Programs

I. HOURS OF USE

A. CONTRACTOR will utilize permitted areas in Rush Park on the following days/times

- Zone 1: Tuesday: 6:30pm – 7:30pm
- Zone 1: Thursday: 6:30pm – 7:30pm
- _____

B. CONTRACTOR will utilize permitted areas or ZONE(s) in Rossmoor Park OR Rush Park (circle one or both) on the following days/times (CONTRACTOR to fill in below)

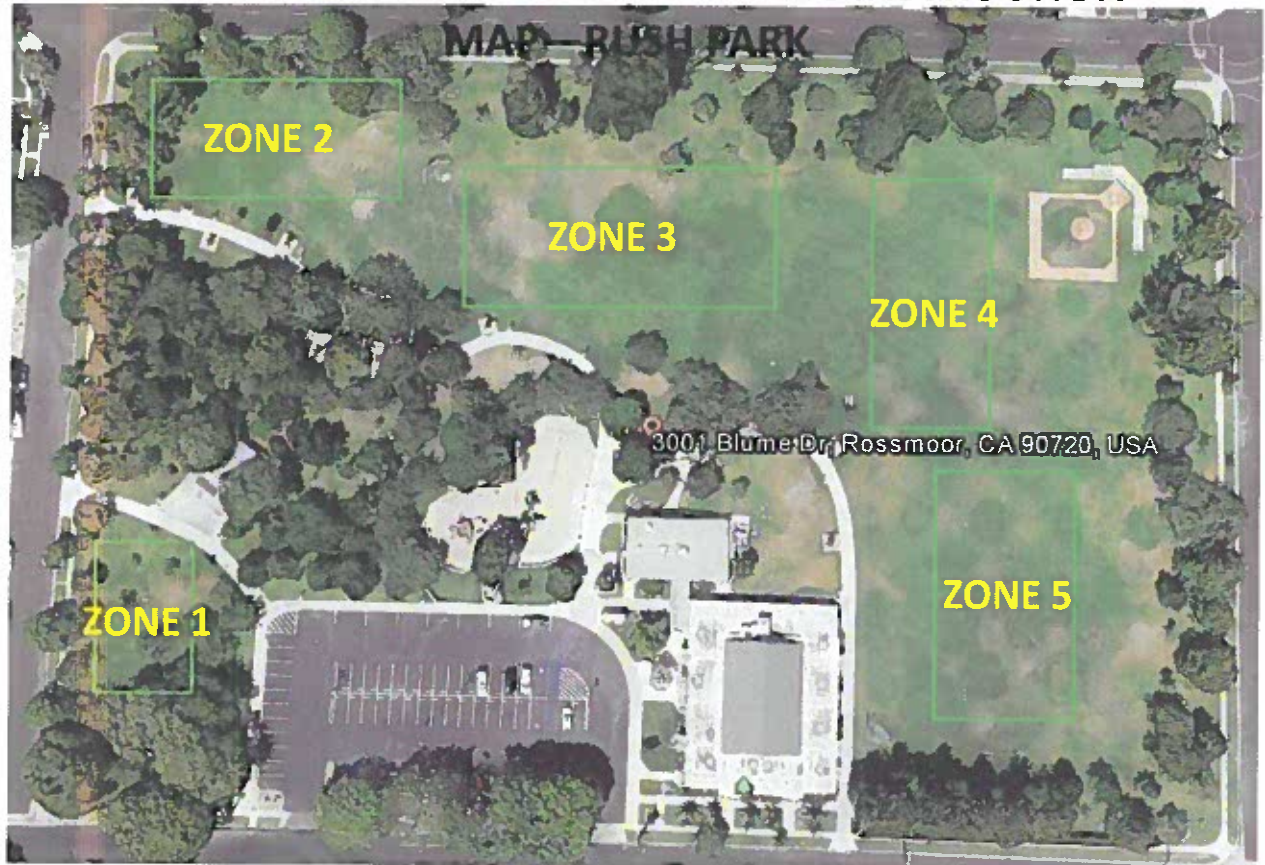
- Rush Park: Zone 1 Tuesday & Thursday 6:30pm – 7:30pm
- _____
- _____

C. Requests for use on Wednesday's during lawn care maintenance will not be permitted

D. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)

E. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.

COMMERCIAL FITNESS OR ATHLETIC INSTRUCTION





This is to certify that:

Holly G. Iris

has successfully completed 200 hours of Basic Yoga Training, including Philosophy, Asana, Pranayama, Meditation & Teaching Techniques in the Hatha Yoga Tradition.

All standards and requirements for The Yoga Alliance 200 Level have been met.

The title of "Certified Yoga Instructor" is hereby granted.

Given this Day: *January 30th, 2017*


Crystal Rios
Crystal Rios, E-RYT 500


April Matulich
April Matulich, E-RYT 500

Co-Directors

Cloud Nine Yoga School
Long Beach, California U.S.A.

National Council for Certified Personal Trainers
N.C.C.P.T.

Hereby certifies that

Holly Iris


has successfully completed the required coursework, and furthermore has
successfully passed the comprehensive examination consisting of the
fundamental areas of expertise in the field of health and fitness essential for
the credential of:

Certified Personal Trainer

PTRNW0129071035

Certificate Number





John Platero
CEO

January 29, 2019

Expiration Date

