

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



**Regular Meeting of the Board**  
Agenda Package

**February 11, 2025**

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

**REGULAR MEETING**

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

**Tuesday, February 11, 2025**

**7:00 p.m.**

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**PUBLIC PARTICIPATION**

Please be advised that the public can observe the meeting live on YouTube using the following link:

<https://youtu.be/xNrQVDEhnm> The name is **Rossmoor CSD**.

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

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

**A. ORGANIZATION**

- |                         |   |
|-------------------------|---|
| 1. CALL TO ORDER:       | 7:00 p.m.   |
| 2. ROLL CALL:           | Directors DeMarco, Maynard, Remnet and Shade<br>President Searles |
| 3. PLEDGE OF ALLEGIANCE | Cub Scout Pack 667 from Weaver and Lee<br>Elementary Schools      |

4. PRESENTATIONS:

- a) Recognition of Sponsors for the 2024 Rossmoor Family Festivals and Rossmoor Winter Festival
- b) Orange County Sheriff's Department Captain AJ Patella presents Community Safety 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. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting.*

**D. REPORTS TO THE BOARD**

- 1. PARKS/FACILITIES MAINTENANCE REPORT – OMERO PEREZ
- 2. RESULTS OF THE 2024 SATISFACTION SURVEY

**E. CONSENT CALENDAR**

- 1. MINUTES:
  - a. Regular RCSD Board Meeting of January 14, 2025
  - b. Regular PIFC Meeting of January 14, 2025
  - c. Special RCSD Board Meeting of January 6, 2025
  - d. Special RCSD Board Meeting of December 16, 2024
- 2. DECEMBER 2024 REVENUE AND EXPENDITURE REPORTS AND JANUARY 2025 WARRANTS
- 3. 2025 RCSD BOARD COMMITTEE ASSIGNMENTS

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

**F. PUBLIC HEARING:**

**None.**

**G. REGULAR CALENDAR**

1. RESOLUTION NO. 25-02-11-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR AMENDED BUDGET REVENUES AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2024-2025
2. DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PLATINUM STRATEGIES INC. FOR ACCOUNTING SERVICES
3. DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR TENNIS INSTRUCTION AT ROSSMOOR PARK
4. DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT EXTENSION WITH LANDCARE USA, LLC
5. DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO SEASONAL CONTRACTS WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2025 ROSSMOOR HEALTH AND WELLNESS, SUMMER AND WINTER FESTIVALS.
6. DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR CONTRACT EXTENSION WITH CITY OF BREAIT

**H. GENERAL MANAGER ITEMS**

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

**I. BOARD MEMBER ITEMS**

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

**J. CLOSED SESSION**

*Public Comment: Members of the public are welcome to address the Board of Directors, at this time, only on those items on the Closed Session agenda.*

1. APPOINTMENT, EMPLOYMENT, OR EVALUATION OF PERFORMANCE OF PUBLIC EMPLOYEE PER GOVERNMENT CODE SECTION 54957(b)(1)  
TITLE: GENERAL MANAGER
  
2. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Subdivision (a) of Section 54957.6, California Government Code  
Agency Designated Representative: Joe Mendoza, General Manager  
Name of Employee Organization: All Unrepresented Employees

**K. GENERAL COUNSEL ITEMS**

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

**L. ADJOURNMENT**

*It is the intention of the Rossmoor Community Services District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner.*

*Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.*

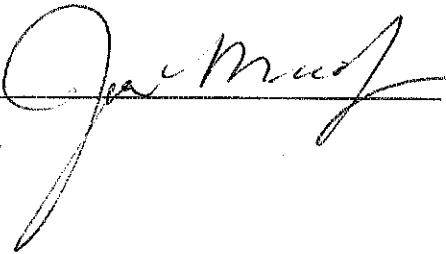
*Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the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

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

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the February 11, 2025, 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:

 Date 2/7/2025

\_\_\_\_\_  
JOE MENDOZA  
General Manager

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4(a)**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Initiated by Recreation Superintendent Chris Argueta

**Subject:** RECOGNITION OF SPONSORS FOR THE 2024 ROSSMOOR FAMILY FESTIVALS  
AND ROSSMOOR WINTER FESTIVAL

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors recognize the sponsors who generously contributed to the District's 2024 Family and Winter Festivals.

**INFORMATION**

On June 8, July 13, August 10, September 14 and December 14, 2024, the RCSD held their Summer Family and Winter Festivals. These events included entertainment, food trucks, vendor booths and a kid's zone complete with a variety of bounce houses. The Winter Festival also included a petting zoo, snow zone, and Santa's Village. Among the thousands of people in attendance were honored guests Orange County Supervisor Janet Nguyen and Assemblyman Tri Ta.

There were a number of generous contributors that helped make the Family and Winter Festivals possible. The Board will recognize the following sponsors:

<b>Sponsor</b>	<b>Sponsorship Level</b>	<b>Contribution</b>
Memorial Care	Title	\$10,000
The Simon Law Group	Title	\$10,000
Friday Night Lights	Gold	\$5,000
Tomblin Team Real Estate	Silver	\$3,750
RHA	Silver	\$2,250
Jones & Mayer	Silver	\$1,250
CR&R Environmental Services	Bronze	\$750
Braithwaite Chiropractic	Community	\$750
Homes by Loree	Community	\$750

**ATTACHMENTS**

None.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4b**

**Date:** February 11, 2025  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** ORANGE COUNTY SHERIFF'S DEPARTMENT CAPTAIN AJ PATELLA  
PRESENTS COMMUNITY SAFETY UPDATE

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided by Orange County Sheriff Captain AJ Patella.

**ATTACHMENTS**

None.



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-1**

**Date:** February 11, 2025  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Initiated by Park Superintendent Omero Perez  
**Subject:** PARKS/FACILITIES MAINTENANCE REPORT

**RECOMMENDATION**

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

**INFORMATION**

The Park Maintenance and Facility Report is intended to provide the Rossmoor Community Services District (RCSD) Board of Directors with the status of activities and programs being performed to further the District's Parks and Facilities Maintenance Program.

**ATTACHMENTS**

1. Parks and Facilities Maintenance Report

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PARK MAINTENANCE AND FACILITIES DEPARTMENT  
QUARTERLY REPORT  
FEBRUARY / 2025**

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**SUMMARY**

**Inspection of District Properties** – The facilities at Rossmoor, Rush Park and Montecito Center are fully operational with no significant issues.

**Significant Activity This Quarter** – The following projects and activities were performed beyond the regularly scheduled Parks and Facilities maintenance tasks.

- District staff added sound panels to the walls in the East Room
- District staff added 4 yards of wash plaster sand to the Rush Park playground
- District staff installed a new ADA swing in the playground at Rossmoor Park
- District staff re-seeded worn out turf areas at Rush Park with Annual Rye grass seed
- District staff installed 2 benches near the pickle ball courts
- District staff added wood chips to the entire area near the tennis courts at Rossmoor Park
- District staff re-seeded turf areas on the 3 ball fields at Rush Park
- District staff re-seeded damaged area where a car drove onto and damaged the grass near site A at Rush Park
- District staff repaired galvanized gate from the tennis courts
- Certified Playground installer replaced broken slide in the playground at Rossmoor Park
- Certified Playground installer replaced broken bridge in the playground at Rush Park. This bridge was covered under warranty - RCSD paid for installation
- Electrician replaced 4 LED lights in the basketball courts and 2 in the tennis courts
- Electrician repaired 8 electrical boxes around the tennis courts and building at Rossmoor Park
- Lock Smith replaced broken door handles entering the kitchen and tennis court at Rossmoor Park
- Landscaping contractor applied Selective Herbicide to the weeds at Rush Park, Rossmoor Park and Montecito Center and fertilizer to the turf areas
- Landscaping contractor replaced irrigation valves in both parks

**Regular Maintenance Performed** - District staff continues to inspect District properties and is performing maintenance as follows:

### **DAILY**

- Vacuum office carpets, clean restroom and take out trash
- Check playgrounds and facilities visually
- Blow off walkway to Rossmoor Park entrance
- Clean and disinfect the kitchen in both parks
- Pick up papers around the parks
- Clean and inspect drinking fountains

### **WEEKLY**

- Deep clean Rossmoor and Montecito restrooms every other week with versa machine
- Deep clean Rush Park restrooms every other week with versa machine
- Wash, clean and gas up RCSD vehicles once per week
- Wash windows at Rossmoor every other week
- Blow off tennis courts three times per month
- Weed and scarify infields at Rush Park
- Deep clean the refrigerator at all parks
- Disinfect the main office and all the facilities with a fog machine
- Inspect, service and clean vacuums in all the facilities
- Set up and take down for the Farmers Market
- Do the high frequency playground inspection
- Meet with irrigation technician and conduct irrigation inspection
- Wipe down exercise machines and repair as needed
- Check emergency defibrillators in all the facilities
- Inspect all vehicles for oil levels, tire pressure and battery water

### **MONTHLY**

- Check building and walkway lights at all the facilities
- Power wash playgrounds once per month or as needed
- Spot clean carpets/ mop SVT floors
- Clean all blinds at parksp
- 
- Dust ceilings in all rooms at all parks for cobwebs and dust
- Wipe down all ventilation outlets
- Inventory of all supplies by the first week of each month
- Order supplies the second week of each month
- Power wash playgrounds once per month
- Power wash tennis courts once per month to save water
- Power wash canopy shelters
- Check lights at all the facilities and replace as needed
- Set up and take down Board Meeting set up
- Weed and scarify infields at Rush Park once per month

- Check all fire alarms
- Check and inspect fire extinguishers in all the facilities
- Open up for Blood Drive the third Wednesday of each month

#### **QUARTERLY**

- Service HVAC system
- Service all fire extinguishers
- Service fire suppression system
- Service electric cart, installed new tires with alignment and replaced 8 new batteries
- Service French Drains at Rossmoor Park
- Wash canopy roofs at Rossmoor and Rush Park
- Service sewer main lines at all the facilities
- Adjust timers for day-light saving
- Yearly backflow testing
- Cleaned all the carpets at Rush Park

#### **BI-ANNUALLY**

- Professionally clean all carpets at Rush Park if needed
- Paint and touch-up indoor/outdoor facilities as needed
- Spray for weeds, add seed, fertilize as needed in turf and bed areas
- Inspect all sidewalks and replace or grind tripping hazards

Respectfully Submitted By:  
*Omero Perez, Park Superintendent*

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

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

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Initiated by Administrative Assistant Carolyn Whang

**Subject:** RESULTS OF THE 2024 SATISFACTION SURVEY

### **RECOMMENDATION**

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

### **INFORMATION**

At the November 12, 2024 Board of Directors meeting, the Board approved the content of the 2024 Satisfaction Survey and Survey Monkey was selected as the platform to be used for polling the community. In hopes of obtaining more responses, the survey was pared down from 23 questions in 2022, to 10 questions for the 2024 survey. The survey is considered a valuable tool in determining community needs and the effectiveness of our current programs, facilities, and services. The survey is also a great tool for future budgets and projects.

The survey became available beginning December 1, 2024 and responses were collected through December 31, 2024. To control multiple responses by the same individual, Survey Monkey was set up to allow only one response per device to control repeated submissions.

To publicize the survey, the District's website and social media platforms were used; it was distributed through RCSD email databases; and the survey was promoted at the Winter Festival providing patrons with a QR code and information on how to access Survey Monkey.

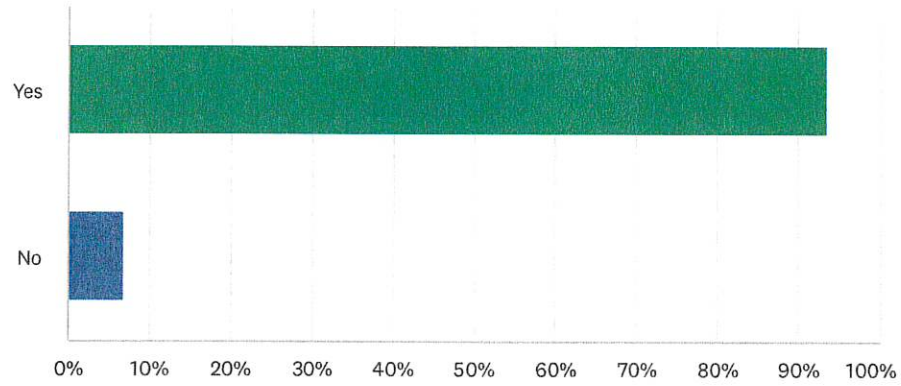
The survey closed on December 31, 2024 with 250 responses received as compared to 279 responses received in 2022. Overall, results show that a majority of the respondents are more than satisfied with the services, facilities, programming and safety of the community. Survey results will be further reviewed with the Parks and Facilities Committee in March. Written comments received related to tree issues and park amenities such as new playgrounds, water stations, new exercise clusters and pet waste bags.

### **ATTACHMENTS**

1. 2024 Satisfaction Survey Analytics

### Q1 Are you a Rossmoor resident?

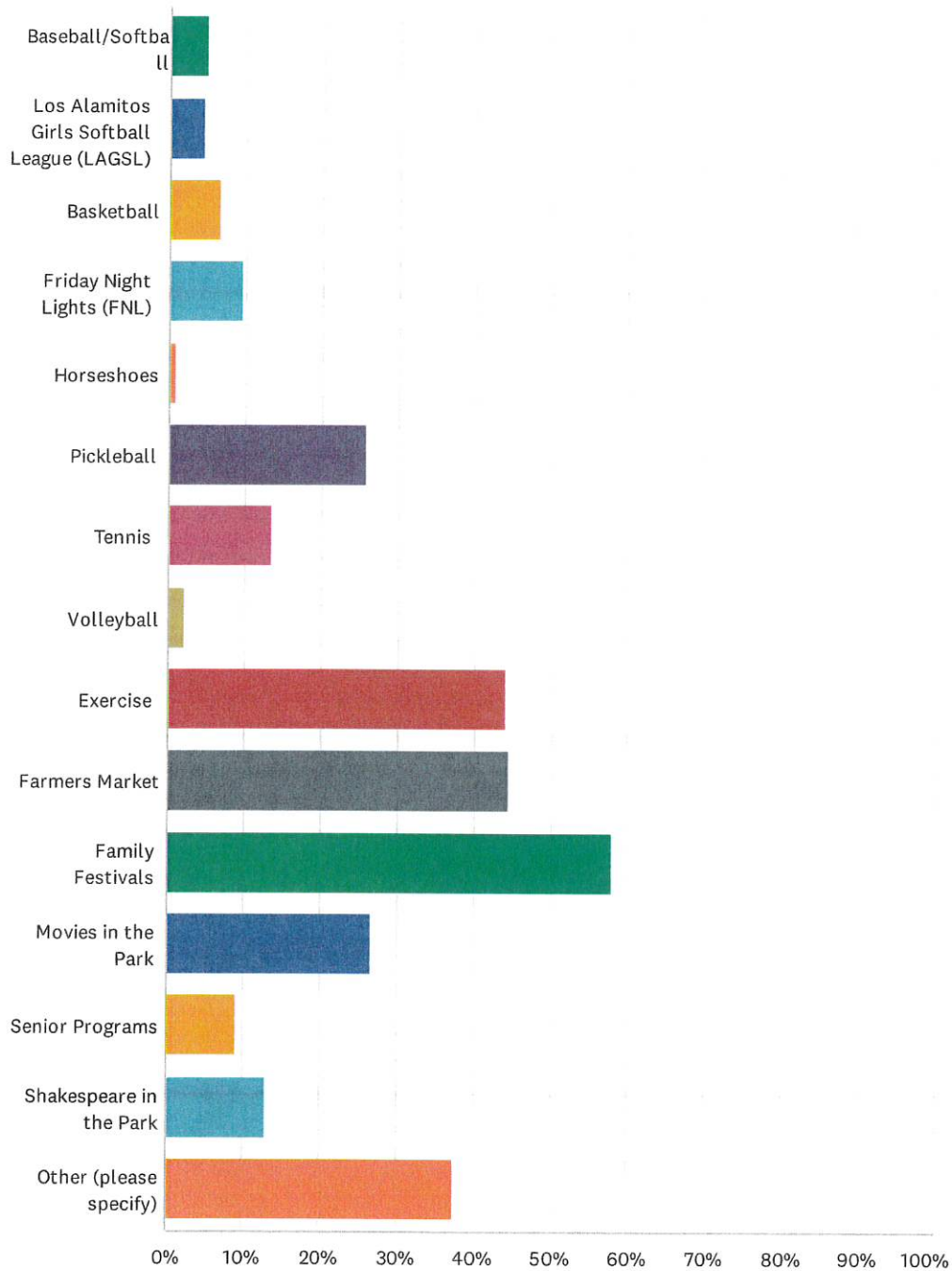
Answered: 247 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	93.52%	231
No	6.88%	17
Total Respondents: 247		

## Q2 What brings you to the Rossmoor parks or facilities? (check all that apply)

Answered: 240 Skipped: 10

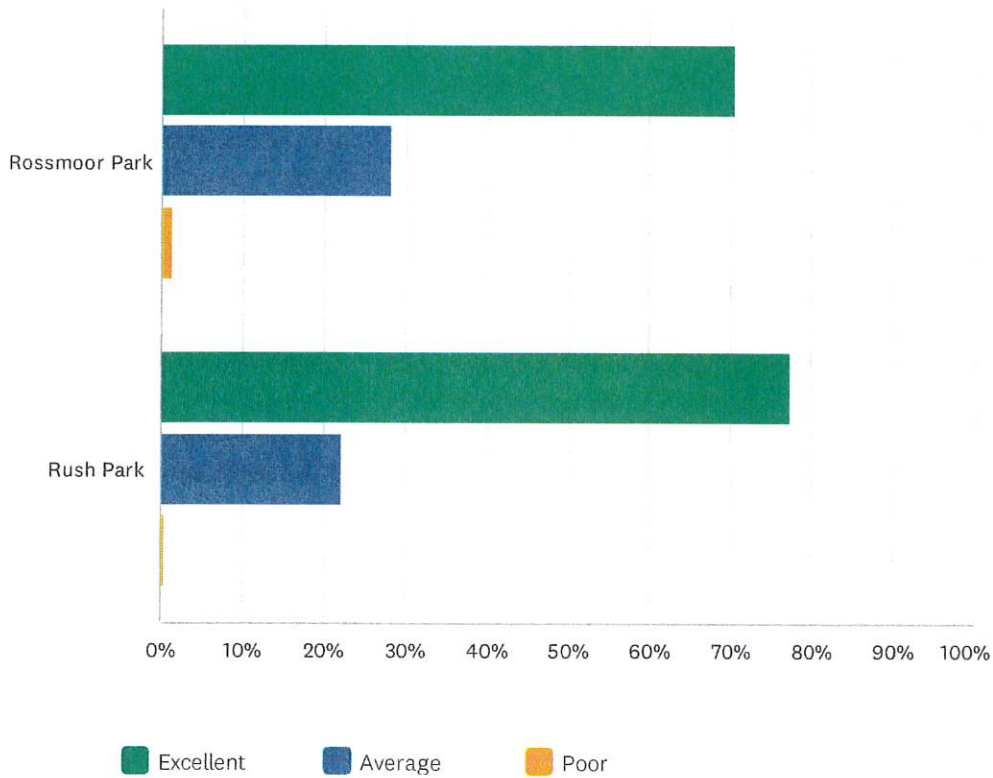


<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Baseball/Softball	5.00%	12
Los Alamitos Girls Softball League (LAGSL)	4.58%	11
Basketball	6.67%	16
Friday Night Lights (FNL)	9.58%	23
Horseshoes	0.83%	2
Pickleball	25.83%	62
Tennis	13.33%	32
Volleyball	2.08%	5
Exercise	44.17%	106
Farmers Market	44.58%	107
Family Festivals	57.92%	139
Movies in the Park	26.67%	64
Senior Programs	9.17%	22
Shakespeare in the Park	12.92%	31
Other (please specify)	37.50%	90
Total Respondents: 240		



### Q3 How would you rate the quality and maintenance of our parks?

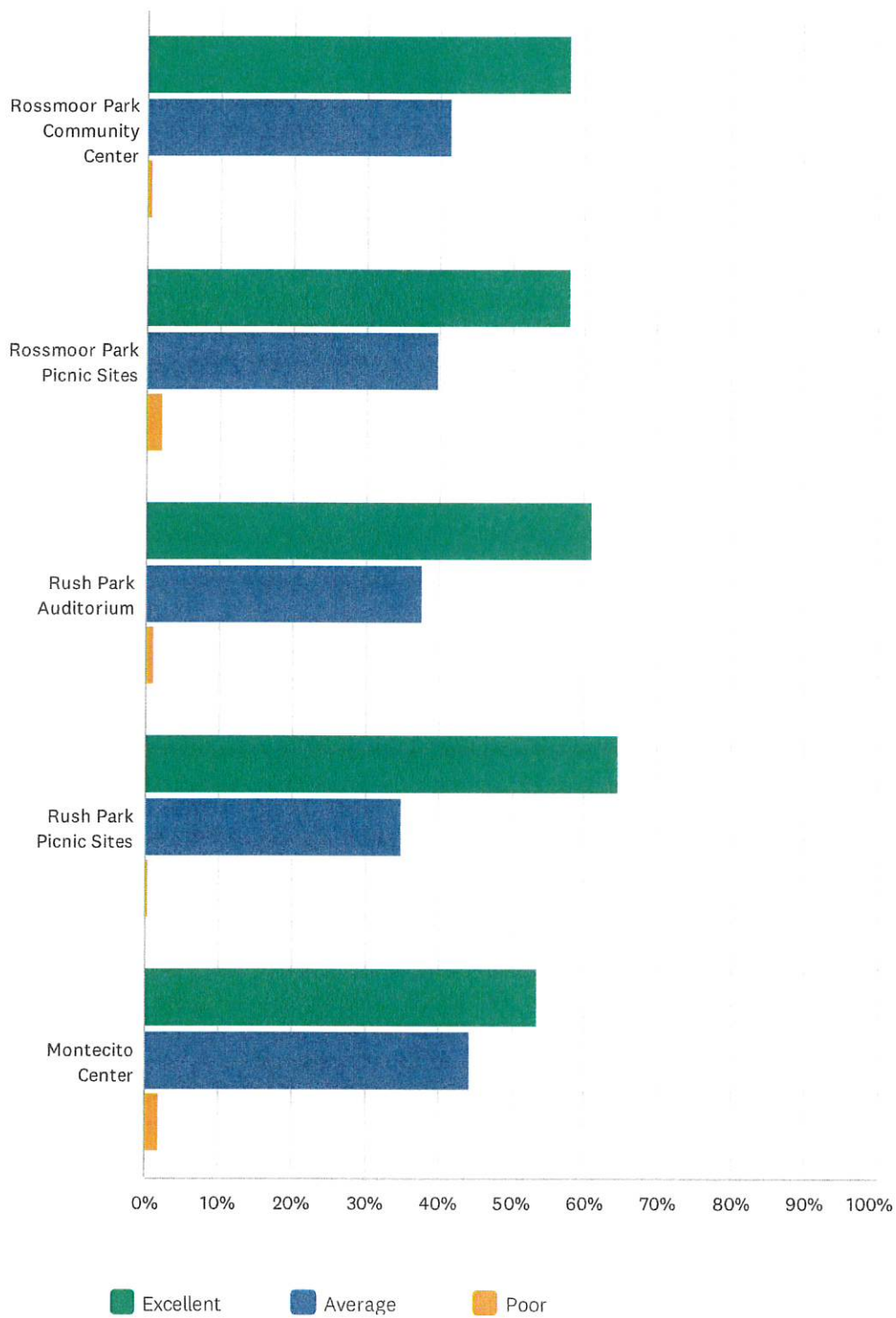
Answered: 241 Skipped: 9



	EXCELLENT	AVERAGE	POOR	TOTAL
Rossmoor Park	70.48% 160	28.19% 64	1.32% 3	227
Rush Park	77.39% 178	22.17% 51	0.43% 1	230

### Q4 How would you rate the quality and maintenance of our rental facilities?

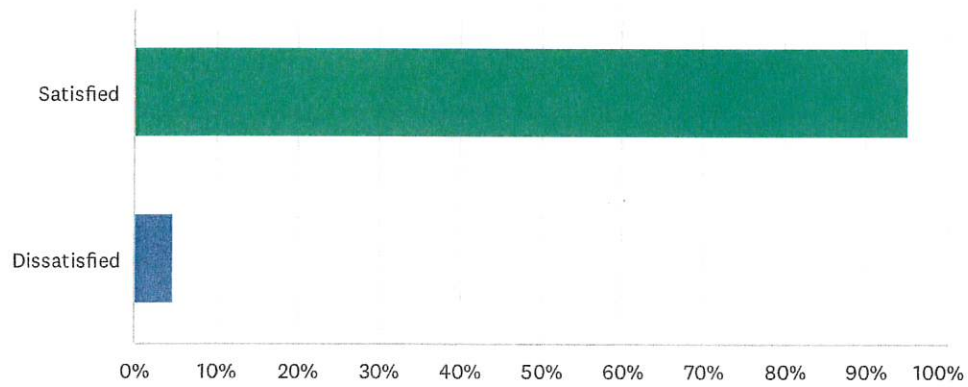
Answered: 212 Skipped: 38



	<b>EXCELLENT</b>	<b>AVERAGE</b>	<b>POOR</b>	<b>TOTAL</b>
Rossmoor Park Community Center	57.92% 106	41.53% 76	0.55% 1	183
Rossmoor Park Picnic Sites	57.98% 109	39.89% 75	2.13% 4	188
Rush Park Auditorium	61.08% 113	37.84% 70	1.08% 2	185
Rush Park Picnic Sites	64.62% 126	34.87% 68	0.51% 1	195
Montecito Center	53.59% 82	44.44% 68	1.96% 3	153

### Q5 How satisfied or are you with community events and programming?

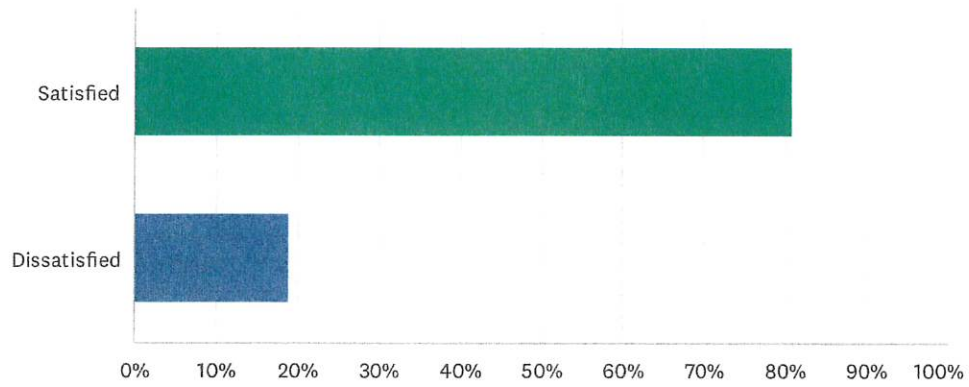
Answered: 232 Skipped: 18



ANSWER CHOICES	RESPONSES	
Satisfied	95.26%	221
Dissatisfied	4.74%	11
TOTAL		232

### Q6 How satisfied are you with the street sweeping service ?

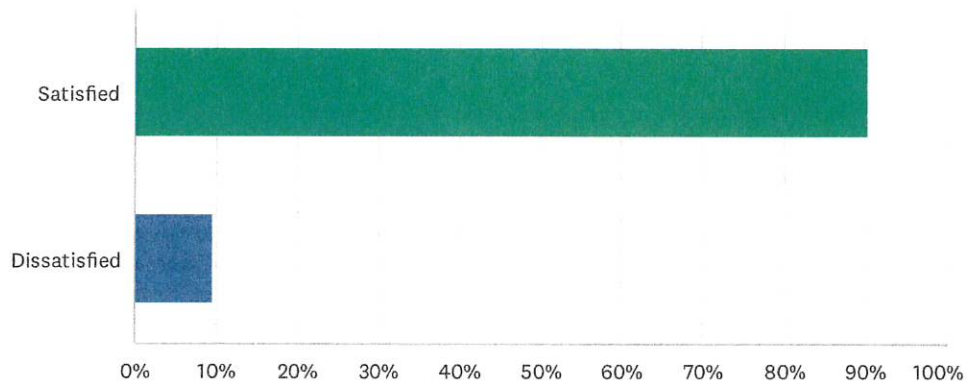
Answered: 236 Skipped: 14



ANSWER CHOICES	RESPONSES	
Satisfied	80.93%	191
Dissatisfied	19.07%	45
TOTAL		236

### Q7 How satisfied are you with the trash pick up service ?

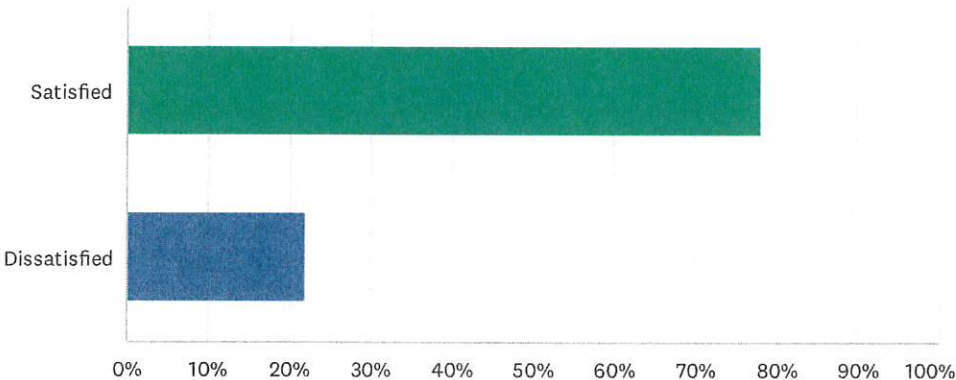
Answered: 238 Skipped: 12



ANSWER CHOICES	RESPONSES	
Satisfied	90.34%	215
Dissatisfied	9.66%	23
TOTAL		238

### Q8 How satisfied are you with community safety?

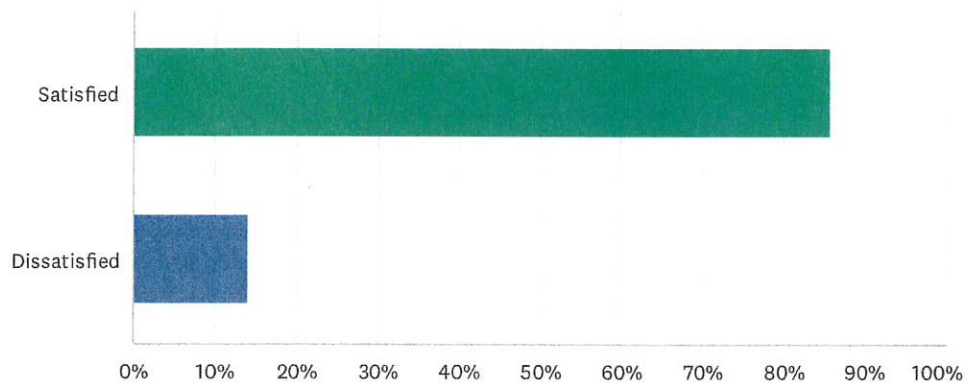
Answered: 233 Skipped: 17



ANSWER CHOICES	RESPONSES	
Satisfied	78.11%	182
Dissatisfied	21.89%	51
TOTAL		233

### Q9 How satisfied are you with parkway tree maintenance and trimming?

Answered: 243 Skipped: 7



ANSWER CHOICES	RESPONSES	
Satisfied	86.01%	209
Dissatisfied	13.99%	34
TOTAL		243



## Q10 Please enter your email to join our mailing list

Answered: 92 Skipped: 158

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM E-1(a), (b), (c), (d)**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Administrative Assistant Carolyn Whang

**Subject:** MINUTES REGULAR RCSD BOARD MEETING OF JANUARY 14, 2025,  
REGULAR PIFC MEETING OF JANUARY 14, 2025, SPECIAL RCSD BOARD  
MEETING OF JANUARY 6, 2025 and SPECIAL RCSD BOARD MEETING OF  
DECEMBER 16, 2024

### **RECOMMENDATION**

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

- a. Regular RCSD Board Meeting of January 14, 2025
- b. Regular RCSD PIFC Meeting of January 14, 2025
- c. Special RCSD Board Meeting of January 6, 2025
- d. Special RCSD Board Meeting of December 16, 2024

### **INFORMATION**

The Minutes reflect the actions of the RCSD at their meetings of January 14, 2025 , January 6, 2025 and December 16, 2024

### **ATTACHMENTS**

1. Minutes – Regular RCSD Board Meeting of January 14, 2025
2. Minutes – Regular RCSD PIFC Meeting of January 14, 2025
3. Minutes – Special RCSD Board Meeting of January 6, 2025
4. Minutes – Special RCSD Board Meeting of December 16, 2024



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

**REGULAR MEETING**

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

**Tuesday, January 14, 2025**

**A. ORGANIZATION**

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

2. ROLL CALL:

Present: Directors DeMarco, Remnet, Searles, Shade and  
President Maynard

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a) 2024 STATE OF THE DISTRICT ADDRESS PRESENTED BY PRESIDENT  
MICHAEL MAYNARD

President Maynard reported the 2024 community satisfaction survey was conducted during the month of December and its results are currently being analyzed and will be reported at the next meeting in February; noted that numerous Rossmoor facilities have been upgraded this past year including three resurfaced tennis courts, one converted tennis court into four pickleball courts, replaced flooring and carpeting in the auditorium at Rush Park, slurry sealed the Rush Park parking lot, plans and specifications have been submitted to Orange County Planning Department for approval of a picnic structure at Rossmoor Park, the attendance and revenue of the pickleball courts at Rossmoor Park have exceeded initial projections. Additionally, he stated the District's urban forest has earned the Tree City, USA designation for the 14th consecutive year as well as a finalist spot for the California Joint Powers Insurance Authority's Capstone award; announced the District's preventative maintenance on trees has resulted in minimal claims despite managing over 5,000 trees; added that due to efforts made to educate the community regarding tree maintenance there have been very few citations issued for trimming violations, that efforts have been made to provide every residence with at least one parkway tree per District policy and the installation of the trees will conclude in the upcoming weeks.

President Maynard asserted that all programs, events and well-maintained facilities are attributed to the dedicated, well-trained District Staff and claimed the staff training program is above reproach and that staff is well-prepared for emergency situations and practice good safety procedures. He announced that the California Joint Powers Insurance Authority awarded RCSD the 2024 Risk Management Award for Best Overall Performance in the Workers Compensation Program for non-municipal agencies with 200 public agency peers recognizing RCSD.

Additionally, President Maynard congratulated newly elected Board Director Mary Ann Remnet and re-elected Board Directors Tony DeMarco and Nathan Searles; said he believes that this new board will be able to accomplish great things in the coming year due to their collective commitment to serving the Rossmoor community with integrity, transparency and dedication; noted RCSD has a few challenges upcoming, namely hiring a new general manager and finding a new accounting firm, as well as the normal challenges that come with a new board; stated he is honored to have worked for the community over the years and it has been a privilege to witness the dedication, hard work, and collaboration to make the community what it is today.

b) YOUTH CENTER COOPERATIVE AGREEMENT ANNUAL REPORT  
PRESENTED BY LINA LUMME, EXECUTIVE DIRECTOR

Lina Lumme narrated a PowerPoint presentation detailing the statistics of community events and the marketing and partnership coverage in the community.

Director Remnet congratulated Ms. Lumme's ability and skill in making something out of nothing and stated she looks forward to seeing what she will be able to accomplish this year.

Ms. Lumme stated it takes a village to keep the Youth Center and its programs going and that she and her staff work hard to serve the community as best as possible.

Director Shade echoed the sentiments of Director Remnet and stated how it is a pleasure to work with Ms. Lumme.

Director DeMarco thanked Ms. Lumme for all her work and hoped that 2025 will bring even more happiness to the youth.

Ms. Lumme detailed the Little Rascals program, noting its conception was due to unsafe conditions for children, that children are picked up after school and safely walked to the park where they have various activities for children, and addressed registration for Camp Shark, as well as other summer programs which open April 1, 2025.

President Maynard thanked Ms. Lumme for including the details on Rossmoor resident participation.

Ms. Lumme stated that due to their partnership with RCSD, registration for their events opens

2 days before for Rossmoor residents and credits the high attendance numbers to this.

Arnie Fine, Youth Center Board Member, announced the Youth Center will be hosting their 10th annual golf tournament at the Rio Hondo Golf Course, the sellout point is 144 golfers, children are allowed to participate, and special needs kids are welcome as well.

## 5. ELECTION OF OFFICERS

General Manager Mendoza thanked President Maynard for his leadership declared the position of President of the Board, vacant, and called for nominations.

Director Maynard invited nominations for President.

Director Maynard nominated Director DeMarco as President of the Board for the 2025 calendar year.

Director Searles nominated Director Shade as President of the Board for the 2025 calendar year.

Director Shade nominated Director Searles as President of the Board for the 2025 calendar year.

There were no other nominations and nominations were closed.

Director Searles was declared President, unanimously; took his place on the dais and presented Director Maynard with a gift and proclamation for his leadership and accomplishments.

President Searles invited nominations for First and Second Vice President.

Director Shade nominated Director Remnet as First Vice Chair and Director Remnet nominated Director Shade as Second Vice Chair.

There were no other nominations and nominations were closed.

Director Remnet was declared First Vice Chair and Director Shade was declared Second Vice Chair, unanimously.

## **B. ADDITIONS TO AGENDA - None**

## **C. PUBLIC FORUM**

Michelle Fieldsen raised concerns about a comparison made by General Manager Mendoza between the Rossmoor Court resurfacing project, costing \$61,000, and a similar project in Los Alamitos, costing \$183,000; felt it was an inaccurate comparison, pointing out that the Rossmoor courts had 3-5 years of useful life remaining, while the Los Alamitos Courts

needed significant repairs; opined there was mismanagement because the Rossmoor project excluded key costs such as fencing, bench replacement and noise mitigation which were recommended by consultants, and other critical projects at Rossmoor Park such as playground replacements and a promised shade canopy. She talked about a lack of transparency relative to the bidding process and that cost savings options were ignored. She addressed negative impacts on the community as the rushed implementation of the pickleball courts led to parking congestion, safety concerns, potential displacement of community activities such as softball events and various deferred maintenance issues. Finally, she called for an audit of the Prop 68 funds to ensure they are being used appropriately because she believes the money was improperly used for routine maintenance and repairs for which should have been budgeted.

President Searles reminded there is a 3-minute speaking limit for Public Forum and requested there be a reminder on all future agendas.

Ms. Kaplan and Mr. Kaplan complained about Mr. Mendoza's comparison; cited key differences between Los Alamitos and Rossmoor projects including that Los Alamitos had to demolish and rebuild the entire foundation while utilizing high-quality materials whereas Rossmoor just resurfaced existing courts with inferior materials, Los Alamitos installed high-quality fencing while Rossmoor utilized existing fencing with plastic mesh covering gaps, Los Alamitos has various amenities such as new wind screens and benches with canopies while Rossmoor kept the deteriorated wind screens and replaced benches with cheap plastic ones that lacked shade, Los Alamitos courts are well spaced to avoid crowding while Rossmoor's four courts are cramped and share space with tennis courts, often resulting in players walking across active courts, and Los Alamitos' gate installment is in a convenient and unobtrusive area while Rossmoor's is not. They pointed out that when first discussed in 2022, Mr. Mendoza quoted \$500,000 to build a full facility, but Los Alamitos was able to do so with \$183,000.

#### **D. REPORTS TO THE BOARD**

##### **1. RECREATION REPORT - RECREATION SUPERINTENDENT CHRIS ARGUETA**

Recreation Superintendent Chris Argueta provided a report on past and upcoming events.

General Manager Mendoza highlighted the fact that about 90% of their programs are accomplished through partnerships and collaborations and that they are always open and looking for more.

Director Shade requested that information about the monthly blood drive be included in the future.

Discussion followed regarding attendance at the Senior Club, the monthly blood drive logistics, the need for volunteers and additional resources the Recreation department may need.

**E. CONSENT CALENDAR**

1. MINUTES:

- a. Regular RCSD Board Meeting of December 10, 2024
- 2. This item was pulled from Consent for separate discussion.
- 3. This item was pulled from Consent for separate discussion.

President Searles pulled items E2 and E3 for separate discussion.

Motion by Director DeMarco, seconded by President Searles, to approve Item E.1, which carried 5-0, by voice vote.

**EXCLUDED FROM CONSENT**

- 2. NOVEMBER 2024 REVENUE AND EXPENDITURE REPORT AND DECEMBER 2024 WARRANTS AND CURRENT LAIF AND US BANK BALANCE THROUGH DECEMBER 31, 2024

President Searles reported that General Manager Mendoza provided an itemized bill for the credit card payment to US Bank \$3,618.31.

Discussion followed on how and what should be included in future revenue reports attached to the agenda.

President Searles stated he does not doubt the accuracy or transparency of the reports, but that it was a timing issue and stated he will work to have the itemizations included as best as possible.

Discussion followed regarding articulating the item in the Consent Calendar.

Motion by President Searles, seconded by Director Shade to approve Item E.2 and carried 5-0, by voice vote.

- 3. 2025 RCSD BOARD COMMITTEE ASSIGNMENTS

General Manager Mendoza provided a background and a brief report.

President Searles acknowledged there are vacancies on various committees at this time and stated that announcements of committee assignments will be made at the next board meeting.

No action was taken at this time.

**F. PUBLIC HEARING – None**

## **G. REGULAR CALENDAR**

1. RESOLUTION NO. 25-01-14-01- A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT'S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS

General Manager Mendoza introduced this item.

In response to Director Maynard's concerns, General Manager Mendoza clarified this is a temporary resolution.

Motion by Director Maynard, seconded by Director DeMarco, to waive full reading of and adopt RESOLUTION NO. 25-01-14-01 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT'S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS, and carried 5-0, by the following roll call vote:

AYES:	DeMarco, Maynard, Remnet, Shade, President Searles
NOES:	None
ABSTAIN:	None
ABSENT:	None

## **H. GENERAL MANAGER ITEMS**

General Manager Mendoza encouraged anyone living along the Martha Ann corridor that has footage between their fence and the freeway to contact him; stated he has been trying to contact Supervisor Do's office, OCTA, and Caltrans regarding brush, but they have all been giving him the run-around, and it has become a dire situation in terms of fire risks, so he is working with Joe Peña of Janet Nyugen's office. He reported the Rossmoor Canopy project is in plan check, they will begin ordering supplies and getting bids for installers when it gets back, and he expects it to be in ground in the next two to three month; discussed the midyear budget review coming up on January 22, 2025; noted the next Personnel and Contracts Committee meeting is to be determined; indicated there are still ten to eleven residents refusing a parkway tree therefore General Counsel Preziosi and he are writing a letter to notify that the District has jurisdiction, there are an additional ten to fifteen homes that tree could not be planted at and he is working with Code Enforcement to rectify those issues. He reported there were no significant tree issues due to recent high winds and explained why he made a comparison of the Rossmoor courts and Los Alamitos Laurel Park courts.

Director Maynard requested that information on landscaping code compliance be sent out.



Discussion followed on issues regarding the Martha Ann corridor.

## **I. BOARD MEMBER ITEMS**

Director DeMarco reported attending Janet Nguyen's swearing-in ceremony and speaking with the Sheriff regarding e-bikes; announced the Sheriff will come to one of the upcoming meetings; talked about the blood drive and expressed his sympathies to those affected by the L.A. fires.

Director Shade thanked Ms. Lumme for her work with the Youth Center; appreciated the public for their comments and feedback and encouraged residents to share; promoted the upcoming blood drive; thanked Los Alamitos High School for their collection drive and congratulated President Searles on his appointment as president.

Director Maynard invited President Searles to have essentially an exit interview and to go over any thoughts or concerns he may have; encouraged the residents along the Martha Ann corridor to send pictures and communicate with General Manager Mendoza; thanked the Board for their cooperation during his leadership and stated it was a privilege to serve.

Director Remnet promoted two shredding events: one for CR&R in March and the second on January 25 starting at 8:00 a.m. at the Lee Elementary School Parking Lot.

President Searles thanked the Board for their support and stated he takes the responsibility to heart; thanked the sponsors for the Winter Festival; thanked the Rossmoor community for their support to those affected by the LA fires.

President Searles announced that Council will recess to Closed Session at this time, 8:45 p.m.

## **J. CLOSED SESSION – 8:45 p.m.**

1. APPOINTMENT, EMPLOYMENT, OR EVALUATION OF PERFORMANCE OF PUBLIC EMPLOYEE PER GOVERNMENT CODE SECTION 54957(b)(1)  
TITLE: GENERAL MANAGER
2. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Subdivision (a) of Section 54957.6, California Government Code  
Agency Designated Representative: Joe Mendoza, General Manger  
Name of Employee Organization: All Unrepresented Employees

President Searles invited public comments on Closed Session items.

There were no public comments.

President Searles reconvened to Open Session at 10:15 p.m. with all Board Members, present.

## **ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

Rossmoor Community Services District  
Board of Directors Meeting Minutes  
January 14, 2025

7

General Counsel Preziosi reported the Board gave direction to the previously formed committee consisting of Directors DeMarco and Remnet to further negotiate terms of a potential employment contract with a candidate. Additionally, General Manager Mendoza agreed to extend the terms of his employment with the District through May 9, 2025 with a written contract to be presented and ratified with the Board's approval at the next meeting.

**K. GENERAL COUNSEL ITEMS - None**

**L. ADJOURNMENT**

Director Maynard adjourned the meeting at 10:17 p.m.

ATTEST:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

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Nathan Searles, President

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Joe Mendoza, Secretary  
Rossmoor Community Services District

**APPROVED:**



**MINUTES  
BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT  
PUBLIC IMPROVEMENTS FINANCING CORPORATION**

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California

**Tuesday, January 14, 2025**

**A. ORGANIZATION**

**1. CALL TO ORDER: 10:15 P.M.**

**2. ROLL CALL:**

Present: Directors DeMarco, Remnet, Searles, Shade and President Maynard

**3. MINUTES**

a. PIFC Meeting of January 9, 2024 (Information Only)

**4. ELECTION OF OFFICERS:**

General Manager Mendoza called for nominations for President of the PIFC for the calendar year 2025.

Motion by Director Maynard, seconded by Director Shade, to nominate RCSD President Searles as President of PIFC, First Vice President Remnet as Vice President of PIFC, continue with General Manager Mendoza as Secretary and CFO, and continue with Jones and Mayer as General Counsel.

The motion carried 5-0, with the following vote:

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

**B. ADDITIONS TO AGENDA - None**

**C. PUBLIC FORUM:**

There were no public comments.

**D. REPORTS TO THE BOARD - None**

**E. CONSENT CALENDAR - None**

**F. PUBLIC HEARING - None**

**G. RESOLUTIONS:**

**RESOLUTION NO. 25-01-14-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT PUBLIC IMPROVEMENTS FINANCING CORPORATION ELECTING OFFICERS, APPOINTING COUNSEL AND SECRETARY/CHIEF FINANCIAL OFFICER OF THE CORPORATION AND DESIGNATING THE TIME AND PLACE FOR THE HOLDING OF REGULAR MEETINGS OF THE BOARD.**

Approved by roll call vote, Resolution No. 25-01-14-01 by reading the title only and waiving further reading as follows:

**RESOLUTION NO. 25-01-14-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT PUBLIC IMPROVEMENTS FINANCING CORPORATION ELECTING OFFICERS, APPOINTING COUNSEL AND SECRETARY/CHIEF FINANCIAL OFFICER OF THE CORPORATION AND DESIGNATING THE TIME AND PLACE FOR THE HOLDING OF REGULAR MEETINGS OF THE BOARD.**

Motion by Director DeMarco, seconded by Director Shade to approve Resolution No. 25-01-14-01. The resolution was unanimously approved by roll call vote, 5-0.

**ORDINANCES - None**

**H. BIDS, CONTRACTS AND AGREEMENT – None**

**I. ADMINISTRATIVE ITEMS:**

The General Manager informed the Board that the PIFC is currently out of good standing with the California Franchise Tax Board and is working to reinstate the non-profit status for the Corporation. An application for reinstatement has been submitted to the State and the PIFC is awaiting a reply.

**J. INFORMATIONAL ITEMS – None**

**K. BOARD MEMBER ITEMS –** Director Remnet inquired about the status of the PIFC with the Franchise Tax Board. Administrative Assistant Whang reported that the application to reinstate non-profit status had been submitted to, and received by, the Franchise Tax Board and that it is anticipated to take approximately three months to get a definitive response.

**L. CLOSED SESSION – None**

**M. ADJOURNMENT**

Motion by President Searles, seconded by Director DeMarco to adjourn the regular meeting at 10:29 p.m. Motion passed 5-0.

ATTEST:

DISTRICT

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES

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Nathan Searles, President

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Joe Mendoza, Secretary  
Rossmoor Community Services District

**APPROVED: February 11, 2025**



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

**SPECIAL MEETING**

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

**Monday, January 6, 2025**

**A. ORGANIZATION**

1. CALL TO ORDER: 5:00 p.m.

2. ROLL CALL:

Present: Directors DeMarco, Remnet, Shade and  
President Maynard

Absent: Director Searles

3. PLEDGE OF ALLEGIANCE: Director Shade

**B. PUBLIC COMMENT ON CLOSED SESSION ITEM**

There were no public comments on Closed Session Items.

**C. CLOSED SESSION – 5:02 p.m.**

President Maynard adjourned to Closed Session at 5:02 p.m. to discuss following items:

1. PUBLIC EMPLOYEE APPOINTMENT; EMPLOYMENT; INTERVIEW OF  
CANDIDATES

Pursuant to Government Code Section 54957(b)

Position: District General Manager

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

District Representative: Michael Maynard

Unrepresented Employee: General Manager

**D. OPEN SESSION – 6:52 p.m.**

President Maynard reconvened to Open Session at 6:52 p.m. with all Board Members present except Director Searles.

1. CLOSED SESSION REPORT BY GENERAL COUNSEL

General Counsel Preziosi reported that the Board voted to form a subcommittee comprised of Directors Remnet and DeMarco for purposes of negotiating a potential employment package and agreement with a candidate for the General Manager position and the agreement, if reached, will be brought back at an upcoming meeting, during an Open Session of the Board. In addition, the Board chose to keep the Closed Session open and continue it to the next regularly scheduled meeting on Tuesday, January 14, 2025.

**E. ADJOURNMENT – 6:53 p.m.**

President Maynard adjourned the meeting at 6:53 p.m.

ATTEST:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

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Michael Maynard, President

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Joe Mendoza, Secretary  
Rossmoor Community Services District

**APPROVED: February 11, 2025**

**SPECIAL MEETING**

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

**Monday, December 16, 2024**

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**A. ORGANIZATION**

1. CALL TO ORDER: 5:00 p.m.

2. ROLL CALL:

Present: Directors DeMarco, Remnet, Searles, Shade and  
President Maynard

3. PLEDGE OF ALLEGIANCE: Director Searles

**B. PUBLIC COMMENT ON CLOSED SESSION ITEM**

There were no public comments on Closed Session Items.

**C. CLOSED SESSION – 5:02 p.m.**

President Maynard adjourned to Closed Session at 5:02 p.m. to discuss following items:

1. PUBLIC EMPLOYEE APPOINTMENT; EMPLOYMENT; INTERVIEW  
CANDIDATES

Pursuant to Government Code Section 54957(b) Position: District General Manager

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

District Representative: Michael Maynard

Unrepresented Employee: General Manager

**D. OPEN SESSION – 9:00 p.m.**

President Maynard reconvened to Open Session at 9:00 p.m. with all Board Members present.



1. CLOSED SESSION REPORT BY GENERAL COUNSEL

General Counsel Preziosi reported that the Board took no reportable action during Closed Session.

**E. ADJOURNMENT**

President Maynard adjourned the meeting at 9:01 p.m.

ATTEST:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

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Michael Maynard, President

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Joe Mendoza, Secretary  
Rossmoor Community Services District

**APPROVED:**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-2**

**Date:** February 11, 2025  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** DECEMBER 2024 REVENUE AND EXPENDITURE REPORTS AND JANUARY 2025 WARRANTS

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for December 2024 and the January 2025 Warrants.

**INFORMATION**

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

**ATTACHMENTS**

1. Revenue and Expenditure Report for the month of December 2024
2. Explanation of Significant Variances from budgeted amounts
3. January 2025 Warrants

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

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
<b>Revenues:</b>						
Property taxes	\$ 1,339,800	\$ 1,339,800	\$ 350,962	\$ 623,234	\$ (716,566)	46.52%
Street light assessments	468,300	468,300	121,925	216,528	(251,772)	46.24%
Interest on investments	30,000	30,000	-	17,806	(12,194)	59.35%
From other governmental agencies	140,000	140,000	-	-	(140,000)	0.00%
Permit and rental fees	187,300	187,300	22,626	131,636	(55,664)	70.28%
Misc./Sponsorships	35,000	35,000	10,375	30,752	(4,248)	87.86%
<b>Total Revenues</b>	<b>2,200,400</b>	<b>2,200,400</b>	<b>505,888</b>	<b>1,019,956</b>	<b>(1,180,444)</b>	<b>46.35%</b>
<b>Expenditures:</b>						
Administration	1,286,730	1,286,730	121,105	646,455	640,275	50.24%
Recreation	68,650	68,650	15,812	62,310	6,340	90.76%
Rossmoor park	198,290	198,290	9,580	72,486	125,804	36.56%
Montecito center	13,910	13,910	937	7,163	6,747	51.50%
Rush park	132,400	132,400	8,737	70,026	62,374	52.89%
Street lighting	120,800	120,800	10,070	60,446	60,354	50.04%
Street sweeping	81,360	81,360	6,538	39,229	42,131	48.22%
Parkway trees	194,650	194,650	7,610	135,025	59,625	69.37%
Mini-parks and medians	15,700	15,700	1,471	8,638	7,062	55.02%
<b>Total Expenditures</b>	<b>2,112,490</b>	<b>2,112,490</b>	<b>181,860</b>	<b>1,101,778</b>	<b>1,010,712</b>	<b>52.16%</b>
<b>Changes in fund balance</b>	<b>87,910</b>	<b>87,910</b>	<b>\$ 324,028</b>	<b>(81,822)</b>	<b>\$ (169,732)</b>	
<b>Fund balance:</b>						
Beginning of year	<u>1,935,281</u>	<u>1,935,281</u>		<u>1,935,281</u>		
End of period	<u>2,023,191</u>	<u>2,023,191</u>		<u>1,853,459</u>		
<b>Cash Balances at 12/31/24:</b>						
Checking				55,690		
LAIF				<u>1,811,091</u>		
<b>Total</b>				<u>1,866,781</u>		

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 12 / 24

Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
10 General Fund						
3000 Property Tax						
3001	Current Secure Property Tax	346,905.03	585,763.08	1,217,200.00	631,436.92	48 %
3002	Current Unsecured Prop Tax	0.00	21,436.64	36,000.00	14,563.36	60 %
3003	Prior Secured property Tax	784.26	6,108.98	7,600.00	1,491.02	80 %
3004	Prior Unsecured Property Tax	0.00	0.00	700.00	700.00	0 %
3005	Delinquent Propert Taxes	186.97	1,133.04	2,500.00	1,366.96	45 %
3006	Current Supplemental Assessment	2,349.11	8,055.14	41,100.00	33,044.86	20 %
3007	Prior supplemental assessment	0.00	0.00	8,800.00	8,800.00	0 %
3008	Public Utility Tax	0.00	0.00	20,400.00	20,400.00	0 %
3009	State Homeowners prop. Tax Relief	736.83	736.83	5,500.00	4,763.17	13 %
	Account Group Total:	350,962.20	623,233.71	1,339,800.00	716,566.29	47 %
3100						
3101	Street Light assessments	121,924.60	216,527.77	468,300.00	251,772.23	46 %
	Account Group Total:	121,924.60	216,527.77	468,300.00	251,772.23	46 %
3200						
3201	Interest on Investments	0.00	17,806.38	30,000.00	12,193.62	59 %
	Account Group Total:	0.00	17,806.38	30,000.00	12,193.62	59 %
3300 INTERGOVERNMENTAL REVENUE						
3301	Prop 68 Grant Funding	0.00	0.00	60,000.00	60,000.00	0 %
3304	County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	140,000.00	140,000.00	0 %
3400 RENTAL & PERMITS						
3401	Tennis Courts Reservations	1,744.00	12,840.00	21,000.00	8,160.00	61 %
3402	Tennis Instructor Private Lessons	1,658.25	11,343.75	16,000.00	4,656.25	71 %
3403	Basketball Court Reservations	55.00	647.50	0.00	-647.50	%
3404	Sand Volleyball Court Reservations	0.00	87.50	0.00	-87.50	%
3405	Rossmoor Park Ball Field Reservations	8.39	6,646.60	12,500.00	5,853.40	53 %
3406	Rush Park Ball field reservations	0.00	4,492.75	12,500.00	8,007.25	36 %
3407	Pickleball Reservation	4,932.00	29,152.00	12,000.00	-17,152.00	243 %
3408	Pickleball Instructor Private Lessons	33.00	346.50	3,000.00	2,653.50	12 %
3411	Signature Wall Banner Rental	0.00	167.00	300.00	133.00	56 %
3421	Tree Revenue	0.00	1,905.50	5,000.00	3,094.50	38 %
3422	Tree Violation Fines	300.00	1,200.00	0.00	-1,200.00	%
3431	Rossmoor Building Rental	535.50	1,291.50	2,500.00	1,208.50	52 %
3432	Rossmoor Park Picinic Site	15.86	1,687.24	2,500.00	812.76	67 %
3441	Montecito Building Rental	7,512.00	23,479.50	25,000.00	1,520.50	94 %
3451	Rush Building Rental	5,310.42	32,032.93	67,000.00	34,967.07	48 %
3452	Rush Park Picnic Site	341.25	3,546.00	7,000.00	3,454.00	51 %
3453	Rush Park Kitchen	180.00	769.39	1,000.00	230.61	77 %
	Account Group Total:	22,625.67	131,635.66	187,300.00	55,664.34	70 %
3500						
3501	MISC REVENUE	8,625.15	9,751.74	10,000.00	248.26	98 %
3502	Sponsorships	1,750.00	21,000.00	25,000.00	4,000.00	84 %
	Account Group Total:	10,375.15	30,751.74	35,000.00	4,248.26	88 %

01/22/25  
16:08:20

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 12 / 24

Page: 2 of 2  
Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Fund Total:	505,887.62	1,019,955.26	2,200,400.00	1,180,444.74	46 %
	Grand Total:	505,887.62	1,019,955.26	2,200,400.00	1,180,444.74	46 %

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 12 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	1,200.00	5,100.00	11,000.00	11,000.00	5,900.00	46%
4002	Salaries - Part-time	5,494.90	33,225.95	82,900.00	82,900.00	49,674.05	40%
4003	Overtime	2,402.69	9,495.84	12,360.00	12,360.00	2,864.16	77%
4006	SALARIES - ADMINISTRATION	20,398.56	122,366.84	262,600.00	262,600.00	140,233.16	47%
4007	VEHICLE ALLOWANCE (MILEAGE)	330.31	1,308.83	2,160.00	2,160.00	851.17	61%
4008	SALARIES - PARK AND RECREATION	20,981.47	95,071.65	175,300.00	175,300.00	80,228.35	54%
4009	SALARIES - Park /TREE MAINTENANCE	5,199.04	31,194.25	61,400.00	61,400.00	30,205.75	51%
4010	Workers Compensation Insurance	0.00	10,500.00	11,500.00	11,500.00	1,000.00	91%
4011	Medical Insurance	8,744.96	57,416.72	99,780.00	99,780.00	42,363.28	58%
4015	Federal Payroll Tax -FICA	4,286.87	22,936.48	58,080.00	58,080.00	35,143.52	39%
4019	Deferred Comp - ER Match	453.71	453.71	10,900.00	10,900.00	10,446.29	4%
5002	Insurance - Liability	0.00	49,059.00	48,700.00	48,700.00	-359.00	101%
5004	Memberships and Dues	0.00	10,070.22	10,820.00	10,820.00	749.78	93%
5006	Travel & Meetings	25.00	2,382.51	2,710.00	2,710.00	327.49	88%
5007	Televised Meeting Costs	1,309.25	7,515.13	23,790.00	23,790.00	16,274.87	32%
5008	Gasoline	562.57	2,089.57	5,410.00	5,410.00	3,320.43	39%
5010	Publications & Legal Notices	-646.00	2,332.75	8,120.00	8,120.00	5,787.25	29%
5012	Printing	329.87	1,226.45	4,330.00	4,330.00	3,103.55	28%
5014	Postage	245.80	781.23	2,160.00	2,160.00	1,378.77	36%
5016	Office & Meeting Supplies	2,195.30	7,682.18	16,220.00	16,220.00	8,537.82	47%
5018	Janitorial Supplies	0.00	6,271.05	21,410.00	21,410.00	15,138.95	29%
5020	Telephone	930.35	4,640.79	10,820.00	10,820.00	6,179.21	43%
5021	Computer/Email/Server Costs	767.92	6,838.69	9,270.00	9,270.00	2,431.31	74%
5030	Vehicle Maintenance	0.00	6,827.76	10,820.00	10,820.00	3,992.24	63%
5032	Building & Grounds-Maintenance	15,816.35	61,972.58	87,600.00	87,600.00	25,627.42	71%
5045	Miscellaneous Expenditures	1,145.64	4,849.51	21,630.00	21,630.00	16,780.49	22%
5046	Bank Service Charge	316.17	1,481.14	4,330.00	4,330.00	2,848.86	34%
5050	Elections	0.00	0.00	13,820.00	13,820.00	13,820.00	0%
5610	Legal Services	1,665.00	14,797.50	45,000.00	45,000.00	30,202.50	33%
5615	Financial Audit-Consulting	18,400.00	18,400.00	20,550.00	20,550.00	2,150.00	90%
5620	Outsource Financial Consultant	6,000.00	30,000.00	74,160.00	74,160.00	44,160.00	40%
5670	Other Professional Services	2,549.30	15,902.54	44,100.00	44,100.00	28,197.46	36%
6010	Equipment	0.00	1,075.20	2,160.00	2,160.00	1,083.80	50%
6025	Software	0.00	1,187.64	10,820.00	10,820.00	9,632.36	11%
	Account Total:	121,105.03	646,454.71	1,286,730.00	1,286,730.00	640,275.29	50%
5020 Recreation							
5017	Community Events	15,811.36	62,310.09	68,650.00	68,650.00	6,339.91	91%
	Account Total:	15,811.36	62,310.09	68,650.00	68,650.00	6,339.91	91%
5030 Rossmoor Park							
5022	Utilities	986.49	7,010.57	13,520.00	13,520.00	6,509.43	52%
5023	Water	4,870.89	43,270.31	64,890.00	64,890.00	21,619.69	67%
5025	SECURED PROP TAX	0.00	1,125.58	1,300.00	1,300.00	174.42	87%
5034	Alarm Systems/Security	0.00	246.00	1,080.00	1,080.00	834.00	23%
5045	Miscellaneous Expenditures	21.52	5,131.99	4,870.00	4,870.00	-261.99	105%
5051	Equipment Rental	0.00	0.00	550.00	550.00	550.00	0%
5052	Minor Facility Repairs /Tools	701.23	701.23	1,080.00	1,080.00	378.77	65%

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 12 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5655	Landscape Maintenance / Janitorial	3,000.00	15,000.00	36,000.00	36,000.00	21,000.00	42%
6005	Buildings and Improvements	0.00	0.00	75,000.00	75,000.00	75,000.00	0%
	Account Total:	9,580.13	72,485.68	198,290.00	198,290.00	125,804.32	37%
5040 Montecito Center							
5022	Utilities	132.80	1,289.57	2,160.00	2,160.00	870.43	60%
5023	Water	472.18	2,696.67	4,870.00	4,870.00	2,173.33	55%
5025	SECURED PROP TAX	0.00	945.26	1,080.00	1,080.00	134.74	88%
5034	Alarm Systems/Security	0.00	252.00	700.00	700.00	448.00	36%
5045	Miscellaneous Expenditures	0.00	0.00	550.00	550.00	550.00	0%
5052	Minor Facility Repairs /Tools	0.00	316.67	550.00	550.00	233.33	58%
5655	Landscape Maintenance / Janitorial	332.50	1,662.50	4,000.00	4,000.00	2,337.50	42%
	Account Total:	937.48	7,162.67	13,910.00	13,910.00	6,747.33	51%
5050 Rush Park							
5022	Utilities	1,926.98	18,470.28	34,180.00	34,180.00	15,709.72	54%
5023	Water	3,810.00	31,459.11	54,080.00	54,080.00	22,620.89	58%
5025	SECURED PROP TAX	0.00	4,307.70	4,540.00	4,540.00	232.30	95%
5034	Alarm Systems/Security	0.00	252.00	870.00	870.00	618.00	29%
5045	Miscellaneous Expenditures	0.00	205.66	550.00	550.00	344.34	37%
5051	Equipment Rental	0.00	0.00	1,630.00	1,630.00	1,630.00	0%
5052	Minor Facility Repairs /Tools	0.00	331.46	550.00	550.00	218.54	60%
5655	Landscape Maintenance / Janitorial	3,000.00	15,000.00	36,000.00	36,000.00	21,000.00	42%
	Account Total:	8,736.98	70,026.21	132,400.00	132,400.00	62,373.79	53%
5060 Street Lighting							
5650	Street Lighting and Maintenance	10,070.40	60,446.32	120,800.00	120,800.00	60,353.68	50%
	Account Total:	10,070.40	60,446.32	120,800.00	120,800.00	60,353.68	50%
5070 Street Sweeping							
5642	Street Sweeping	6,538.14	39,228.84	81,360.00	81,360.00	42,131.16	48%
	Account Total:	6,538.14	39,228.84	81,360.00	81,360.00	42,131.16	48%
5080 Parkway Trees							
5017	Community Events	17.68	17.68	1,630.00	1,630.00	1,612.32	1%
5656	Tree Trimming	7,592.00	132,835.10	141,110.00	141,110.00	8,274.90	94%
5660	TREE REMOVAL	0.00	2,125.00	3,240.00	3,240.00	1,115.00	66%
6015	Trees	0.00	47.54	48,670.00	48,670.00	48,622.46	0%
	Account Total:	7,609.68	135,025.32	194,650.00	194,650.00	59,624.68	69%
5090 Mini-Parks and Medians							
5022	Utilities	0.00	24.05	550.00	550.00	525.95	4%
5023	Water	1,138.49	6,951.36	10,820.00	10,820.00	3,868.64	64%
5045	Miscellaneous Expenditures	0.00	0.00	110.00	110.00	110.00	0%
5051	Equipment Rental	0.00	0.00	110.00	110.00	110.00	0%
5052	Minor Facility Repairs /Tools	0.00	0.00	110.00	110.00	110.00	0%
5655	Landscape Maintenance / Janitorial	332.50	1,662.50	4,000.00	4,000.00	2,337.50	42%
	Account Total:	1,470.99	8,637.91	15,700.00	15,700.00	7,062.09	55%
	Account Group Total:	181,860.19	1,101,777.75	2,112,490.00	2,112,490.00	1,010,712.25	52%

01/22/25  
16:07:33

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 12 / 24

Page: 3 of 3  
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	181,860.19	1,101,777.75	2,112,490.00	2,112,490.00	1,010,712.25	52%
	Grand Total:	181,860.19	1,101,777.75	2,112,490.00	2,112,490.00	1,010,712.25	52%



**DECEMBER 2024 CREDIT CARD STATEMENT**

MERCHANT/DESCRIPTION	TRANSACTION DATE	ACCOUNT CODE	AMOUNT	INVOICE #/NOTES	APPROVAL
Lloyd Pest Control	11/25/2024	5010-5032	\$ 240.00	Pest Control	JM
CFBTEL	11/26/2024	5010-5020	\$ 541.02	Phone	JM
OC Public Works	11/26/2024	5020-5017	\$ 436.00	Festival Permit	JM
IN Celebrations	11/26/2024	5020-5017	\$ 1,009.66	Festival Rentals	JM
CR&R	11/25/2024	5010-5032	\$ 1,542.79	Waste Management	JM
Dollar Tree	11/27/2024	5020-5017	\$ 62.31	Festival Hats	JM
Amazon	11/27/2024	5020-5017	\$ 235.45	Festival Backdrops	JM
Lloyd Pest Control	12/1/2024	5010-5032	\$ 209.00	Pest Control	JM
USPS	12/2/2024	5010-5014	\$ 11.54	Postage	JM
Staples	12/1/2024	5010-5016	\$ 57.67	Office Supplies	JM
TAB Answer Network	12/2/2024	5010-5020	\$ 26.25	Phone	JM
VistaPrint	12/4/2024	5010-5016	\$ 70.87	Trash Sched Cards	JM
USPS	12/3/2024	5010-5014	\$ 11.26	Postage	JM
Ralphs	12/3/2024	5020-5017	\$ 7.73	Festival	JM
Survey Monkey	12/4/2024	5010-5670	\$ 99.00	Annual Fee	JM
Jersey Mikes	12/3/2024	5010-5045	\$ 75.76	Board Sandwiches	JM
Horticulture Source	12/4/2024	5080-6015	\$ 142.09	Tree Ties	JM
EIG Constant Contact	12/3/2024	5010-5670	\$ 18.60	Same Receipt	JM
Microsoft	12/5/2024	5010-5021	\$ 325.00	Service Fee	JM
Home Depot	12/3/2024	5010-5045	\$ 193.52	Poinsettas	JM
Home Depot	12/3/2024	5010-5045	\$ 154.82	Poinsettas	JM
Staples	12/7/2024	5010-5016	\$ 372.52	Office Supplies	JM
RecDesk	12/6/2024	5010-5670	\$ 3,500.00	Annual Fee	JM
Target	12/10/2024	5010-5016	\$ 44.69	Office Supplies	JM
Staples	12/10/2024	5010-5016	\$ 72.23	Office Supplies	JM
Grocery Outlet	12/10/2024	5020-5017	\$ 8.01	Festival	JM
Ralphs	12/10/2024	5020-5017	\$ 15.63	Office Supplies	JM
Costco	12/10/2024	5020-5017	\$ 174.78	Food for Festival	JM
Chik-Fil-A	12/10/2024	5010-5016	\$ 25.86	Board Meeting	JM
Valentinos Pizza	12/10/2024	5020-5017	\$ 186.35	Food for Festival	JM
Amazon	12/11/2024	5020-5017	\$ 90.39	Festival Booth	JM
AJ's Portables	12/11/2024	5020-5017	\$ 875.00	Festival	JM

**DECEMBER 2024 CREDIT CARD STATEMENT**

MERCHANT/DESCRIPTION	TRANSACTION DATE	ACCOUNT CODE	AMOUNT	INVOICE #/NOTES	APPROVAL
IN Celebrations	12/11/2024	5020-5017	\$ 171.10	Festival Rental	JM
Costco	12/11/2024	5020-5017	\$ 82.99	Food for Festival	JM
Home Depot	12/10/2024	5020-5017	\$ 181.64	Poinsettias for Stage	JM
Ganahl Lumber	12/11/2024	5020-5017	\$ 171.94	Materials for Festival	JM
IN Celebrations	12/12/2024	5020-5017	\$ 21.90	Rental Equipment	JM
RWB Party Props	12/12/2024	5020-5017	\$ 220.89	Props for Festival	JM
Frontier	12/13/2024	5010-5020	\$ 94.51	Phone	JM
Frontier	12/13/2024	5010-5021	\$ 105.98	Phone	JM
Staples	12/12/2024	5010-5016	\$ 17.69	Office Supplies	JM
Economic Laundry	12/13/2024	5010-5045	\$ 78.00	Dry Cleaning	JM
Lloyd Pest Control	12/16/2024	5010-5032	\$ 110.00	Pest Control	JM
Uline	12/17/2024	5010-5018	\$ 5,735.39	Maint. Supplies	JM
Jersey Mikes	12/16/2024	5010-5045	\$ 93.20	Board Sandwiches	JM
Jersey Mikes	12/16/2024	5010-5045	\$ 23.30	Board Sandwiches	JM
Verizon Wireless	12/17/2024	5010-5021	\$ 63.06	Phone	JM
Precision Signs	12/17/2024	5080-5017	\$ 156.50	Tree Labels	JM
Uline	12/18/2024	5010-5018	\$ 16.15	Maint. Supplies	JM
Uline	12/18/2024	5010-5018	\$ 201.65	Maint. Supplies	JM
Uline	12/19/2024	5010-5018	\$ (116.37)	Maint. Supplies	JM
Frontier	12/19/2024	5010-5021	\$ 273.88	Phone/internet	JM
T-Mobile	12/19/2024	5010-5020	\$ 275.00	Phone	JM
EIG Constant Contact	12/19/2024	5010-5670	\$ 56.00	Same Receipt	JM
Staples	12/21/2024	5010-5016	\$ 192.39	Office Supplies	JM
AIM Mail Center	12/19/2024	5010-5014	\$ 19.27	Postage	JM
T-Mobile Store	12/21/2024	5010-5020	\$ 114.93	Phone	JM

**TOTAL \$ 19,196.79**

# EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS

## DECEMBER 2024

ATTACHMENT 2

### Revenue Accounts

Account Code	%	Item	Explanation
3407	243	Pickleball Reservations	High usage of courts due to Summer time.
3408	12	Pickleball Instructor Private Lessons	Staff working on enhancing marketing and appeal.
3441	94	Montecito Building Rental	Higher usage than anticipated
3501	98	MISC REVENUE	On target, may receive additional revenue by end the of fiscal year.
3502	84	Sponsorships	On target, may receive additional revenue by end the of fiscal year.

### Expenditure Accounts

Account Code	%	Item	Explanation
5010-4010	91	Workers Compensation Insurance	All dues paid for FY. Do not anticipate going over budget.
5010-4019	4	Deferred Comp - ER Match	Program started in November, deductions in process
5010-5002	101	Insurance - Liability	All dues paid for FY. Do not anticipate any more expenses for FY.
5010-5004	93	Memberships and Dues	All dues paid for FY. Do not anticipate any more expenses for FY.
5010-5006	88	Travel & Meetings	A few unanticipated meetings this year. Will make a midyear adjustment.
5010-5615	90	Financial Audit-Consulting	Fees paid, no more activity on this account.
5020-5017	91	Community Events	Higher due to Movie in the Park and Family Festival. Most events completed by December.
5030-5045	105	Rossmoor Park - Misc Expenditures	Tennis/Pickleball court improvements. Will make a midyear adjustment.
5080-5656	94	Parkway Trees - Tree Trimming	Extra trimming done for public safety.
5090-5022	4	Mini-Parks - Utilities	Climate credit given so no payments have been needed.

12/31/24  
14:30:29

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Claim Approval List  
For the Accounting Period: 1/25

Page: 1 of 2  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1078		8 JESSICA VERDUZCO	320.00					
		Petty Cash Reimbursement						
		12/18/24 Petty Cash Reimbursement	320.00			10 5010	5045	1010
1079		999999 ANNE BEHOTEGUY	379.00					
		Refund						
		12/27/24 Refund Deposit	262.50			10 2220		1010
		12/27/24 Refund Fees cancelled	116.50			10 3451		1010
1080		999999 MADELLE COGEN	210.00					
		Deposit refund						
		12/18/24 Deposit Refund - Cogen	210.00			10 2220		1010
1081		999999 TEHNIYA VIJ	210.00					
		Deposit Refund						
		12/30/24 Deposit Refund - Vij	210.00			10 2220		1010
1082		623 CELL BUSINESS EQUIPMENT	123.92					
		Copier lease						
		5032487680 12/14/24 Copier lease	123.92			10 5010	6010	1010
1083		1069 LandCare Holdings, Inc.	6,665.00					
		December						
		818828 12/31/24 December	3,000.00			10 5030	5655	1010
		818828 12/31/24 December	332.50			10 5040	5655	1010
		818828 12/31/24 December	3,000.00			10 5050	5655	1010
		818828 12/31/24 December	332.50			10 5090	5655	1010
1084		96 SITE ONE LANDSCAPE SUPPLY LLC	542.82					
		Soil & Seed						
		149034857 12/26/24 Soil & Seed	225.10			10 5010	5032	1010
		149045709 12/27/24 Soil & Seed	317.72			10 5010	5032	1010
1085		629 UNITED RENTALS INC	2,632.49					
		Winterfest Lights						
		242424490- 12/18/24 Winterfest Lights	869.33			10 5020	5017	1010
		242424490- 12/18/24 Winterfest Lights	622.84			10 5020	5017	1010
		242424561- 12/17/24 Winterfest Lights	1,140.32			10 5020	5017	1010

12/31/24  
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ROSSMOOR COMMUNITY SERVICES DISTRICT  
Claim Approval List  
For the Accounting Period: 1/25

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Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1086		22 WEST COAST ARBORISTS, INC.	6,497.80					
		Tree Work						
	222975	12/11/24 11661 Argyle Dr	398.80			10 5080	5656	1010
	223363	12/15/24 Pruning	6,099.00			10 5080	5656	1010
		# of Claims	9	Total:				17,581.03

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ROSSMOOR COMMUNITY SERVICES DISTRICT  
Claim Approval List  
For the Accounting Period: 1/25

Page: 1 of 4  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1087		923 U.S BANK CAL-CARD	19,196.79					
	CC 12/26/24							
	11/25/24	Lloyd Pest	240.00			10 5010	5032	1010
	11/26/24	CFBTEL	541.02			10 5010	5020	1010
	11/26/24	OC PW	436.00*			10 5020	5017	1010
	11/26/24	In Celebration	1,009.66*			10 5020	5017	1010
	11/25/24	CR&R	1,542.79			10 5010	5032	1010
	11/27/24	Dollar Tree	62.31*			10 5020	5017	1010
	11/27/24	Amazon	235.45*			10 5020	5017	1010
	12/01/24	Lloyd Pest	209.00			10 5010	5032	1010
	12/02/24	USPS	11.54			10 5010	5014	1010
	12/01/24	Staples	57.67			10 5010	5016	1010
	12/02/24	TAB Answer Network	26.25			10 5010	5020	1010
	12/04/24	Vista Print	70.87			10 5010	5016	1010
	12/03/24	USPS	11.26			10 5010	5014	1010
	12/03/24	Ralphs	7.73*			10 5020	5017	1010
	12/04/24	Jersey Monkey	99.00			10 5010	5670	1010
	12/03/24	Jersey Mikes	75.76			10 5010	5045	1010
	12/04/24	Horticulture Source	142.09			10 5080	6015	1010
	12/03/24	EIG Constant Contact	18.60			10 5010	5670	1010
	12/05/24	Microsoft	325.00			10 5010	5021	1010
	12/03/24	Home Depot	193.52			10 5010	5045	1010
	12/03/24	Home Depot	154.82			10 5010	5045	1010
	12/07/24	Staples	372.52			10 5010	5016	1010
	12/06/24	RecDesk	3,500.00			10 5010	5670	1010
	12/10/24	Target	44.69			10 5010	5016	1010
	12/10/24	Staples	72.23			10 5010	5016	1010
	12/10/24	Grocery Outlet	8.01*			10 5020	5017	1010
	12/10/24	Ralphs	15.63*			10 5020	5017	1010
	12/10/24	Costco	174.78*			10 5020	5017	1010
	12/10/24	Chik-Fil-A	25.86			10 5010	5016	1010
	12/10/24	Valentinos Pizza	186.35*			10 5020	5017	1010
	12/11/24	Amazon	90.39*			10 5020	5017	1010
	12/11/24	AJs Portables	875.00*			10 5020	5017	1010
	12/11/24	IN Celebration	171.10*			10 5020	5017	1010
	12/11/24	Costco	82.99*			10 5020	5017	1010
	12/10/24	Home Depot	181.64*			10 5020	5017	1010
	12/11/24	Ganahl Lumber	171.94*			10 5020	5017	1010
	12/12/24	IN Celebration	21.90*			10 5020	5017	1010
	12/12/24	RWB Party Props	220.89*			10 5020	5017	1010
	12/13/24	Frontier	94.51			10 5010	5020	1010
	12/13/24	Frontier	105.98			10 5010	5021	1010
	12/12/24	Staples	17.69			10 5010	5016	1010
	12/13/24	Economic Laundry	78.00			10 5010	5045	1010

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ROSSMOOR COMMUNITY SERVICES DISTRICT  
Claim Approval List  
For the Accounting Period: 1/25

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Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	12/16/24	Lloyd Pest	110.00			10 5010	5032	1010
	12/17/24	Uline	5,735.39			10 5010	5018	1010
	12/16/24	Jersey Mikes	93.20			10 5010	5045	1010
	12/16/24	Jersey Mikes	23.30			10 5010	5045	1010
	12/17/24	Verizon Wireless	63.06			10 5010	5021	1010
	12/17/24	Precision Signs	156.50			10 5080	5017	1010
	12/18/24	Uline	16.15			10 5010	5018	1010
	12/18/24	Uline	201.65			10 5010	5018	1010
	12/19/24	Uline	-116.37			10 5010	5018	1010
	12/19/24	Frontier	273.88			10 5010	5021	1010
	12/19/24	T-Mobile	275.00			10 5010	5020	1010
	12/19/24	EIG Constant Contact	56.00			10 5010	5670	1010
	12/21/24	Staples	192.39			10 5010	5016	1010
	12/19/24	AIM Mail Ctr	19.27			10 5010	5014	1010
	12/21/24	T-Mobile	114.93			10 5010	5020	1010
1088		999999 PRISCILLA GONZALEZ	210.00					
		Deposit Refund						
	01/13/25	Deposit refund	210.00			10 2220		1010
1089		999999 KENNETH NAKADA	210.00					
		Deposit Refund						
	01/03/25	Deposit refund	210.00			10 2220		1010
1090		999999 INGRID PALSGROVE	367.50					
		Deposit Refund						
	01/06/25	Deposit refund	367.50			10 2220		1010
1091		999999 EMMA SMITH	210.00					
		Deposit Refund						
	01/13/25	Deposit refund	210.00			10 2220		1010
1092		304 CBE SOLUTIONS	208.24					
		Copier Usage						
	IN2800636-	12/24/24 Copier Usage	208.24			10 5010	5012	1010
1093		576 EXPRESS ENERGY SERVICES	4,839.00					
		Basketball Lighting repair Rossmoor						
	112292	01/02/25 Basketball lighting Rosemoor P	4,839.00			10 5010	5032	1010

01/15/25  
16:26:11

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Claim Approval List  
For the Accounting Period: 1/25

Page: 3 of 4  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1094		1011 Governmental Financial Services	6,000.00					
	December 24							
		01/01/25 December 24	6,000.00			10 5010	5620	1010
1095		226 HILL'S BROTHERS LOCK & SAFE	334.75					
	89880 01/03/25	Remotes	195.75			10 5010	5032	1010
	89982 01/08/25	Rossmoor Tennis Court Lock	139.00			10 5010	5032	1010
1096		156 LAKEWOOD NURSERY	775.11					
	20 Agave Blue Gum							
		12703 20 Agave Blue Gum	775.11			10 5090	5655	1010
1097		588 LOS ALAMITOS CHAMBER COMMERCE	150.00					
	Renewal							
		4953 01/14/25 Membership	150.00			10 5010	5004	1010
1098		150 JOE MENDOZA	127.97					
	Mileage Dec							
		Mileage Dec	127.97			10 5010	4007	1010
1099		910 PETE'S PLUMBING	114.86					
	Clear Drain 12/20							
		148913 12/23/24 Clear Drain 12/20	114.86			10 5010	5032	1010
1100		386 MARIA SHAFER	150.00					
	Minutes 12/10							
		RCSD-051 12/24/24 Minutes 12/10	150.00			10 5010	5010	1010
1101		899 SCA OF CA, LLC	7,882.52					
	Jan & Dec Special							
		136673SP 01/13/25 Jan Streetsweeping	6,766.97			10 5070	5642	1010
		136568SP 12/31/24 Dec Special	1,115.55			10 5070	5642	1010
1102		1064 Sir Speedy	1,196.29					
	Pickleball Rules							
		105943 01/01/25 Pickleball Rules	1,196.29			10 5010	5032	1010
1103		96 SITE ONE LANDSCAPE SUPPLY LLC	10.03					
	Late Charge							
		149098436- 12/31/24 Late Charge	10.03			10 5010	5032	1010



01/15/25  
16:26:11

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Claim Approval List  
For the Accounting Period: 1/25

Page: 4 of 4  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
1104		1086 Sports Facilities Group, Inc Windscreens Baseball Fields	4,393.24					
	A18341	12/31/24 Windscreens Baseball Fields	4,393.24			10 5010	5032	1010
1105		309 TRIPEPI SMITH Meetings 12/24	1,492.55					
	13843	12/31/24 Meetings 12/24	1,492.55			10 5010	5007	1010
1106		1048 Vital Records Control Record Storage	178.64					
	4677818	12/31/24 Record Storage	178.64			10 5010	5045	1010
1107		994 VALLEY ALARM Rush Park 2/1-4/30	126.00					
	1247638	01/07/25 Rush Park 2/1-4/30	126.00			10 5030	5034	1010
		# of Claims 21	Total: 48,173.49					

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM E-3**

**Date:** February 11, 2025  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** 2025 RCSD BOARD COMMITTEE ASSIGNMENTS

#### **RECOMMENDATION**

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

#### **INFORMATION**

During this January 14, 2025, Rossmoor Community Services District (RCSD) Board of Directors Meeting, the Board elected new officers for 2025. Subsequently, in accordance with Policy 5030 Committees of the Board of Directors, the newly elected President, polled the RCSD Board of Directors and made committee assignments for 2025 to the various standing and Ad Hoc committees of the RCSD.

#### **ATTACHMENTS**

1. Committee Assignments 2025
2. Policy No. 5030 – Committees of the Board of Directors



# ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 Blume Drive, Rossmoor, CA 90720

## COMMITTEE ASSIGNMENTS 2025

President **Nathan Searles**

STANDING	
<b>Audit Committee</b>	*Tony DeMarco, Nathan Searles
<b>Budget Committee</b>	*Mary Ann Remnet, Tony DeMarco
<b>Investment Committee</b>	*Jo Shade, Michael Maynard
<b>Personnel and Contract Administration Committee</b>	*Jo Shade, Mary Ann Remnet
<b>Parks/Facilities Committee</b>	*Mary Ann Remnet, Tony DeMarco
<b>Public Works/CIP Committee</b>	*Nathan Searles, Michael Maynard
<b>Tree/Parkway Committee</b>	*Michael Maynard, Jo Shade

AD HOC	
<b>Community Traffic/Safety Advisory Committee</b>	*Tony DeMarco, Nathan Searles

ADVISORY	
<b>Community Relations Advisory Committee</b> (LAUSD, RAC, RHA)	*Jo Shade, Michael Maynard
<b>Government Relations Advisory Committee</b> (ISDOC, Legislative Affairs, WCC/OCTA)	*Mary Ann Remnet, Nathan Searles

\* *Chairman*

(Standing Meetings \$100, AD HOC & Advisory Meetings \$50)

Rossmoor Community Services District

Policy

No. 5030

**COMMITTEES OF THE BOARD OF DIRECTORS**

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**50300.00** Appointment of Standing Committees: The Board President shall appoint such standing committees as called out in Board policies. The duties of the standing committees shall be outlined in specific Board policies relating to the function of said committees.

**5030.10** Appointment of Temporary Ad Hoc Committees: The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

**5030.20** Committee Categories: The categories of committees are as follows:

**5030.21** Standing Committees: Standing committees are those bodies which are called out in other Board policies as having specific and ongoing duties and responsibilities.

**5030.22** Temporary Ad Hoc Committees: Temporary Ad Hoc committees are those bodies which are appointed by the Board President for a specific study or task, which is temporary in nature, and which is disbanded at the conclusion of the stated study or task and a final report has been submitted to the Board.

**5030.23** Advisory Committees: The Board President may appoint any of its members to serve on Board advisory committees or as representatives to other public agencies or organizations. Individuals from the community may be appointed to advisory committees.

**5030.30** Committee Meetings: No more than two Board members may serve on any one committee. All committees of the Board are subject to the Brown Act, thus such committee meeting agendas must be posted in a manner similar to Board Agendas. Committee meetings are subject to the open meeting requirements of the Brown Act.

**5030.40** Report to the Board: Under Board Member items on the Agenda, each Board member shall provide a brief synopsis of any meetings and/or events attended as an elected official including temporary ad hoc or advisory committees.

**5030.50** Committee Code of Conduct and Rules of Order: To the extent practicable, Committee meetings should conform to Board Policy No. 5110 and No. 5120.

**5030.60** Scheduling of Committee Meetings: In those instances when a Committee meeting cannot be scheduled to meet the Board Agenda deadline due to the unavailability of a Committee member, the General Manager and/or the President may elect to bring a matter requiring Board action directly to the Board at their next Regular or Special meeting,

Amended: October 17, 2002

Approved renumbering & format: October 8, 2002

Reaffirmed: March 11, 2003

Amended: January 13, 2009

Amended: December 14, 2010

Amended: September 8, 2015

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-1**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza  
Accountant Michael Matsumoto

**Subject:** RESOLUTION NO. 25-02-11-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR AMENDED BUDGET REVENUES AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2024-2025

**RECOMMENDATION**

Approve by roll call vote, Resolution No. 25-02-11-01 by reading the title only and waiving further reading as follows:

RESOLUTION NO. 25-02-11-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR AMENDED BUDGET REVENUES AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2024-2025

**BACKGROUND**

In accordance with Policy No. 3020, the Budget Committee shall review the Mid-Year budget prepared by the Accountant prior to the March Board meeting. In addition, it is customary for the CIP Committee to review the Capital Improvement Program (CIP) to determine any reordering of project priorities and subsequent budget implications.

## **INFORMATION**

### CIP Committee Meeting

The CIP Committee (Directors Searles and Maynard) met on January 22, 2025 to review completed projects and make recommendations for the remainder of FY 2024-2025. The CIP Committee recommended the following:

- Move forward with the approved canopy project at Rossmoor Park funded 80% by the Prop 68 Grant.
- Research cost and replacement of exercise clusters at Rush Park
- Research upgrade of electrical panel at Rush Park
- Research purchase cost of special event generator.
- Research cost and replacement of Rossmoor Park playground equipment.
- Research cost of installing dog walker waste bags at both Rush and Rossmoor parks
- Research refurbishment cost of kitchen and bathrooms at both Rush and Rossmoor parks.
- Research cost to install refillable water bottle stations at both Rush and Rossmoor parks.

The Prop 68 grant performance period was recently extended from June 30, 2024 to June 30, 2028. However, the final project is scheduled to be submitted during FY 2024-2025.

In response to Director Remnet's concerns related to the mandatory match for the projects submitted under the Prop 68 grant application 2021, it was determined that the RCSD provided the correct address at the time of submittal in 2021. At that time the surrounding area has a certain median income average that was high enough so that match was required on the grant (see attachment 1). However, when searching the "Per Capita Income Tool" as of January 21, 2025 at 3232 Hedwig Road, Rossmoor CA 90720, the census data has changed since then and it is currently showing no match is required (see attachment 2). The ruling is that agencies are held to the match determination which was on their form at the time of application.

The CIP Committee will meet again on March 12, 2025 to determine final recommendations for possible FY 2024-2025 capital improvement projects. The final recommendations of the Committee will be presented to the Budget Committee at their March 19, 2025 meeting for the FY 2024-2025 budget.

## Budget Committee Meeting

The Budget Committee (Directors Remnet and DeMarco) met on January 23, 2025. They reviewed the proposed mid-year budget adjustments for FY 2024-2025. The current budget is on target, with projections reflecting a net surplus of \$76,360 after adjustments. Reserves are projected at approximately 90%, maintaining the District's strong financial position.

Upon discussion with the General Manager and Accountant, the Committee agreed to the following recommendations that are reflected in the attached summary. Proposed budget adjustments are minimal and address the following:

- Increased costs for medical insurance coverage.
- Repairs resulting from vandalism.
- Expenses for enhanced community events.
- Unforeseen irrigation repairs at district facilities.

## **ATTACHMENTS**

1. Per Capita Match Calculator: December 28, 2021
2. Per Capita Match Calculator: January 21, 2025
3. FY-2024-2025 Amended Mid-Year Budget Adjustments
4. Explanation of Significant Variances from Budgeted Amounts
5. Adopted 2024-2025 Budget
6. Draft Resolution 25-02-11-01
7. Policy No. 3020

# California State Parks Per Capita Match Calculator

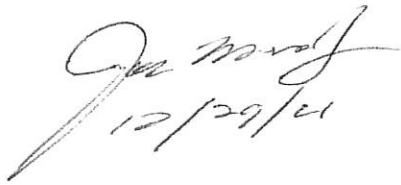
Project ID: 106850  
Coordinates: 33.7991, -118.0759  
Date: 12/28/2021

This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

## PROJECT AREA STATISTICS

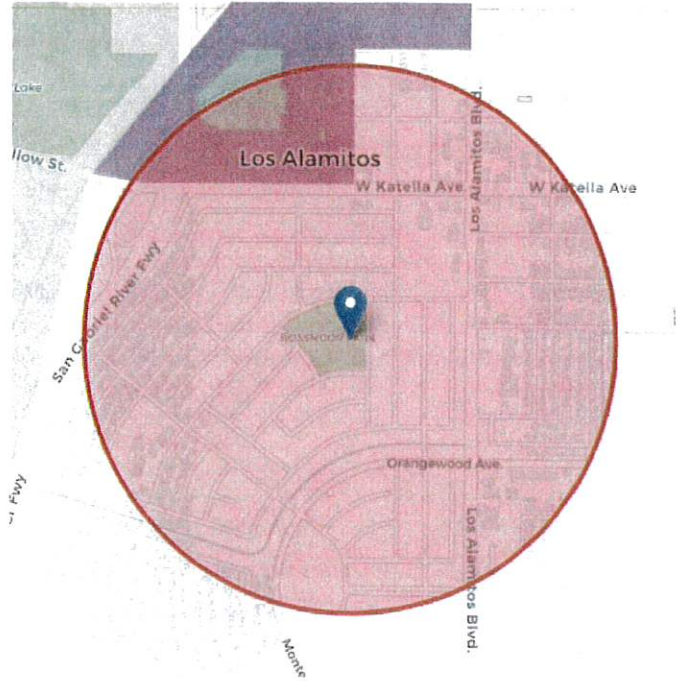
County	Orange
Median Household Income	\$110,772
Agency Type	Other Agency

The community served does not qualify as Severely Disadvantaged. Match IS required.



- Park or Preserved Area
- Disadvantaged Community
- Severely Disadvantaged Community
- No Data

## PROJECT AREA MAP



## REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on the methods page.

**Demographics**—American Community Survey (ACS) 5-year estimates 2014-2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

**Parks**—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to [SCORP@parks.ca.gov](mailto:SCORP@parks.ca.gov)



SCORP Community FactFinder is a service of the California Department of Parks and Recreation [www.parks.ca.gov](http://www.parks.ca.gov)

SCORP Community FactFinder created by GreenInfo Network [www.greeninfo.org](http://www.greeninfo.org) in consultation with CA Dept. of Parks and Rec





# California State Parks Per Capita Match Calculator

Project ID: 114073  
Coordinates: 33.7992, -118.0765  
Date: 1/21/2025

This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

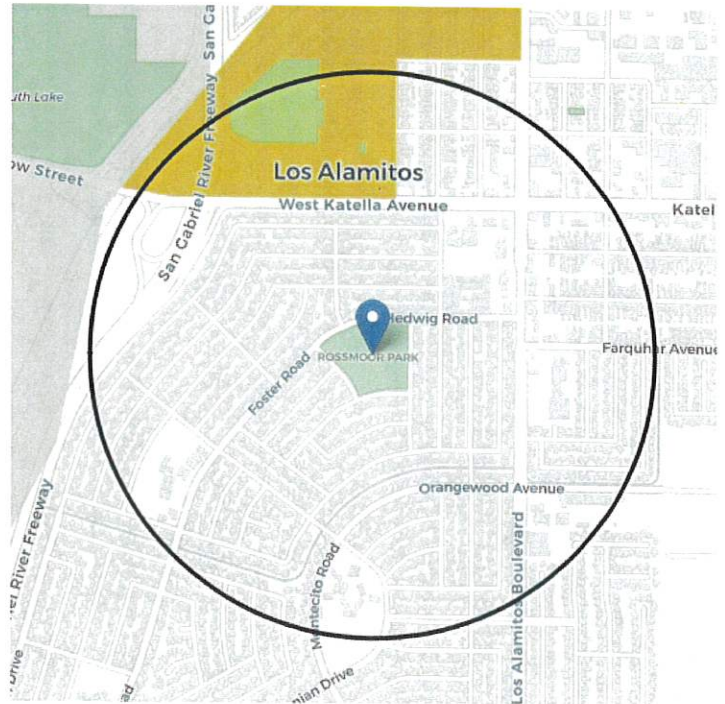
## PROJECT AREA STATISTICS

County	Orange
Median Household Income	\$136,382
Agency Type	Other Agency

The project serves a Severely Disadvantaged Community.  
Match is NOT required.

- Park or Preserved Area
- Disadvantaged Community
- Severely Disadvantaged Community
- No Data

## PROJECT AREA MAP



## REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on the methods page.

**Demographics**—American Community Survey (ACS) 5-year estimates 2017-2021; Decennial 2020 Census; the margin of error (MOE) was not analyzed.

**Parks**—California Protected Areas Database 2022b CFF adjusted (1/2023) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are further defined in this report: [parksforcalifornia.org/park\\_equity#parks\\_data](http://parksforcalifornia.org/park_equity#parks_data).

Users can send updated information on parks to [SCORP@parks.ca.gov](mailto:SCORP@parks.ca.gov)



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SCORP Community FactFinder created by GreenInfo Network [www.greeninfo.org](http://www.greeninfo.org) in consultation with CA Dept. of Parks and Rec



# Rossmoor Community Services District

## Mid-Year Budget Adjustments

### FY 24-25

	Account #	Actual At 12/31/24	Budget	Budget Adjustment	Revised Estimates
<b>Estimated Revenues</b>					
Current Secured	10-3001	346,905	1,217,200	11,000	1,228,200
Current Supplemental	10-3006	2,349	41,100	(11,000)	30,100
Pickleball Reservations	10-3407	26,622	12,000	20,000	32,000
Pickleball Instructor Private Lessons	10-3408	314	3,000	(2,300)	700
<b>Appropriations</b>					
<b>Administration (5010)</b>					
Overtime	10-5010-4003	8,622	12,360	2,000	14,360
Salaries - Administration	10-5010-4006	111,985	262,600	12,000	274,600
Vehicle Mileage	10-5010-4007	1,309	2,160	1,000	3,160
Medical Insurance	10-5010-4011	48,671	99,780	1,250	101,030
Travel & Meetings	10-5010-5006	2,383	2,710	3,000	5,710
Building & Grounds Maint	10-5010-5032	55,723	87,600	10,000	97,600
Outsource Financial Consultant	10-5010-5620	36,000	74,160	(8,000)	66,160
Community Events	10-5020-5017	61,546	68,650	8,000	76,650
Misc Exp - Rossmoor Park	10-5030-5045	5,132	4,870	2,000	6,870
<b>Budget Summary</b>					
Estimated Revenues			2,200,400	17,700	2,218,100
Appropriations			(2,112,490)	(31,250)	(2,143,740)
Net Surplus/(Deficit)			<u>87,910</u>		<u>74,360</u>

**Expenditures:**

**An additional \$39,250.00 is requested to fund the remaining 2024-2025 fiscal year.**

<b>Account</b>	<b>Increase Amount</b>	<b>Explanation</b>
5010-4006 Salaries Administrative	\$?	Change in GM salary not determined at this time.
5070-5642 Street Sweeping (SCA)	\$0	The current budget allocation is \$81,360.00. The 2024 monthly premium is \$6,538.14. The 2025 monthly premium is \$6,766.97. The 2024 fiscal amounts to \$39,229.02 and the 2025 fiscal amounts to \$40,601.82. Total fiscal year amounts to \$79,830.84 - no adjustment is needed.
5010-4011 Kaiser Medical Insurance	\$1,250.00	The RCSD Board approved a renewal premium of \$8,744.96 monthly, the current monthly premium is \$8,111.96. Current budget for FY 24-25 is \$99,780.00. Therefore, an additional \$1,250.00 will be needed for the remaining fiscal year.
5010-5032 Building and Grounds Maintenance	\$10,000.00	Add \$10,000 due to unforeseen electrical, irrigation repairs, turf vandalism and playground equipment replacement and repairs.
5010-4006 General Manager Vacation and Sick Leave	\$12,000.00	Add \$12,000.00 due to the buyout of unused vacation and sick time of the General manager who resigns on May 9, 2025.
5010-5007 Vehicle Allowance Mileage	\$1,000.00	Current allocation is \$2,160.00. Staff has taken advantage of CJPIA out of town training in Paso Robles and La Quinta, therefore an additional \$1,000.00 adjustment is recommended to cover upcoming trainings.
5010-4003 Overtime	\$2,000.00	Due to unforeseen employee vacations, sick leave, added senior programs and enhanced special events, it is anticipated overtime will need an additional \$2,000.00. This equates to 50 additional hours.
5010-5006 Travel and Meetings	\$3,000.00	Due to additional CJPIA training/conferences, arborist trainings/certifications and upcoming irrigation certification training (\$2,250.00) the request is to add an additional \$3,000.00.
5010-5017 Community Events	\$8,000.00	The District has added enhanced programming for seniors, special events (Harvest Festival, Health Festivals, Chamber Heroes Lunch and Holiday Breakfast) the community events budget will need an additional \$8,000.00 for the remaining fiscal year.
Rush/Rossmoor Park Miscellaneous Expenses	\$2,000.00	An additional \$2,000.00 will be needed for the remaining fiscal year. Vandalism repair, tennis and pickleball amenities, sound wall material in the Auditorium East Room and playground repairs have increased expenditures.

**Revenues:**

It is conservatively anticipated that an additional \$27,700.00 will be generated to offset the mid-year expenditure adjustment.

<b>Account</b>	<b>Increase Amount</b>	<b>Explanation</b>
5010-5620 Outsource Financial Consultant	\$?	An anticipated cost savings of \$12,000.00 for the remaining 4 months of fiscal year 2024-2025 due to change in contract and consultant.
3400-3407 Pickleball Revenue	\$20,000.00	Additional revenue of \$20,000.00 is a conservative estimate.
10-3001 Property Taxes	\$10,000.00	A conservative \$10,000.00 estimated revenue is projected.
10-3408 Pickleball Instructor Lessons	\$(2,300.00)	Lower than projected registration for lessons.

**Rossmoor Community Services District  
Approved Budget  
Summary  
For the Fiscal Year 2024-2025**

	FY 22-23 Actual	2023-2024		2024-2025	
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	Approved Budget
<b>Revenues:</b>					
Property taxes	\$ 1,244,715	\$ 1,333,100	\$ 1,333,100	\$ 1,294,400	\$ 1,339,800
Street light assessments	435,119	404,300	404,300	452,500	468,300
Interest on investments	7,514	30,000	30,000	30,000	30,000
From Other Governmental Agencies (*)	158,222	136,000	136,000	123,900	140,000
Permit and Rental Fees	193,870	214,300	187,300	187,300	187,300
Miscellaneous	49,494	35,000	35,000	35,000	35,000
<b>Total Revenues</b>	<b>2,088,934</b>	<b>2,152,700</b>	<b>2,125,700</b>	<b>2,123,100</b>	<b>2,200,400</b>
<b>Expenditures:</b>					
Administrative	992,215	1,224,390	1,233,260	1,233,210	1,286,730
Recreation	79,584	63,000	63,000	63,000	68,650
Rossmoor Park	169,181	209,250	220,645	180,650	198,290
Montecito Center	31,909	13,450	13,450	13,450	13,910
Rush Park	154,078	193,070	193,070	203,070	132,400
Street Lighting	110,641	113,100	113,100	115,000	120,800
Street Sweeping	75,269	83,100	83,100	86,000	81,360
Parkway Tree	171,028	189,010	189,010	189,010	194,650
Mini-Parks and Median	13,098	15,190	15,190	15,190	15,700
<b>Total Expenditures</b>	<b>1,797,003</b>	<b>2,103,560</b>	<b>2,123,825</b>	<b>2,098,580</b>	<b>2,112,490</b>
<b>Changes in Fund Balance</b>	<b>291,931</b>	<b>49,140</b>	<b>1,875</b>	<b>24,520</b>	<b>\$ 87,910</b>
<b>Fund Balance:</b>					
Beginning of Period	1,417,511	1,709,442	1,709,442	1,709,442	
End of Period	<b>\$ 1,709,442</b>	<b>\$ 1,758,582</b>	<b>\$ 1,711,317</b>	<b>\$ 1,733,962</b>	
<b>(*) From Other Governmental Agencies</b>					
Prop 68 Grant	79,766	56,000	56,000	44,000	60,000
County Street Sweeping	78,456	80,000	80,000	79,900	80,000
<b>Total From Other Governmental Agencies</b>	<b>158,222</b>	<b>136,000</b>	<b>136,000</b>	<b>123,900</b>	<b>140,000</b>

Total revenue budgeted includes a 3.5% increase in property tax and street light assessments.

Expenditures for Prop 68 are coded in 10-5030-6005 and 10-5050-6005, and is budgeted \$60,000 for FY2024-2025.

**Rossmoor Community Services District**  
**Approved Budget**  
**Revenues**  
**For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Property Taxes</b>						
10-3001	Current secured property tax	\$ 1,130,774	\$ 1,242,000	\$ 1,242,000	\$ 1,176,000	\$ 1,217,200
10-3002	Current unsecured property tax	33,487	36,900	36,900	34,800	36,000
10-3003	Prior secured property tax	6,992	15,200	15,200	7,300	7,600
10-3004	Prior unsecured property tax	692	3,300	3,300	700	700
10-3005	Delinquent property taxes	2,343	1,100	1,100	2,400	2,500
10-3006	Current supplemental assessment	38,164	19,600	19,600	39,700	41,100
10-3007	Prior supplemental assessment	8,215	-	-	8,500	8,800
10-3008	Public utility	18,978	10,900	10,900	19,700	20,400
10-3009	State-Homeowners Prop. Tax Relief	5,070	4,100	4,100	5,300	5,500
<b>Total property taxes</b>		<b>1,244,715</b>	<b>1,333,100</b>	<b>1,333,100</b>	<b>1,294,400</b>	<b>1,339,800</b>
<b>Street Light Assessment</b>						
10-3101	Street light assessment	435,119	404,300	404,300	452,500	468,300
<b>Interest on Investments</b>						
10-3201	Interest	7,514	30,000	30,000	30,000	30,000
<b>From Other Governmental Agencies</b>						
10-3301	Prop 68 Grant Funding*	79,766	56,000	56,000	44,000	60,000
10-3302	Senior Meal Gap Program	-	-	-	-	-
10-3303	FEMA Grant - COVID 19	-	-	-	-	-
10-3304	County-Street Sweep Reimbursement *	78,456	80,000	80,000	79,900	80,000
<b>Total other governmental agencies</b>		<b>158,222</b>	<b>136,000</b>	<b>136,000</b>	<b>123,900</b>	<b>140,000</b>
<b>Permit and Rental Fees</b>						
* 10-3401	Tennis Court Reservations	18,025	41,000	21,000	21,000	21,000
10-3402	Tennis Instructor Private Lessons	25,053	38,000	16,000	16,000	16,000
10-3403	Basketball Court Reservations	632	-	-	-	-
10-3404	Sand Volleyball Court Reservations	-	-	-	-	-
10-3405	Rossmoor Park Ball Field Reservations	15,439	12,500	12,500	12,500	12,500
10-3406	Rush Park Ball Field Reservations	7,024	12,500	12,500	12,500	12,500
10-3407	Pickleball Court Reservations	-	-	12,000	12,000	12,000
10-3408	Pickleball Instructor Private Lessons	-	-	3,000	3,000	3,000
10-3411	Signature Wall Banner Rental	380	300	300	300	300
10-3421	Tree Trim Permit	2,516	5,000	5,000	5,000	5,000
10-3422	Tree Violation Fines	600	-	-	-	-
10-3431	Rossmoor Building Rental	5,410	2,500	2,500	2,500	2,500
10-3432	Rossmoor Park Picnic Site	3,061	2,500	2,500	2,500	2,500
10-3433	Rossmoor Park Horseshoe Rentals	-	-	-	-	-
10-3441	Montecito Building Rental	30,447	25,000	25,000	25,000	25,000
10-3451	Rush Building Rental	75,705	67,000	67,000	67,000	67,000
10-3452	Rush Park Picnic Site	8,959	7,000	7,000	7,000	7,000
10-3453	Rush Park Kitchen	619	1,000	1,000	1,000	1,000
<b>Total permit and rental fees</b>		<b>193,870</b>	<b>214,300</b>	<b>187,300</b>	<b>187,300</b>	<b>187,300</b>
<b>Miscellaneous Revenues</b>						
10-3501	Miscellaneous	15,716	10,000	10,000	10,000	10,000
10-3502	Sponsorship	33,778	25,000	25,000	25,000	25,000
<b>Total miscellaneous revenues</b>		<b>49,494</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>
<b>Total revenues</b>		<b>\$ 2,088,934</b>	<b>\$ 2,152,700</b>	<b>\$ 2,125,700</b>	<b>\$ 2,123,100</b>	<b>\$ 2,200,400</b>

Prop 68 grant of \$104,000 is for CIP -- 1) Rush Park Aud Carpet (in #5050) in 23/24 and 2) Rossmoor Park Picnic Shelters (in #5030) in 24/25 (unsure if the Picnic Shelters can be completed during 23-24).

\* This budget includes Street Sweeping costs in excess of the County Reimbursement.

**Rossmoor Community Services District  
Approved Budget  
Department 10 - Administrative Services  
For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Salaries and Benefits</b>						
10-5010-4000	Board of Directors' Compensation	\$ 8,450	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
10-5010-4002	Part-time	53,556	82,100	82,100	82,100	82,900
10-5010-4003	Overtime	10,654	10,500	12,000	12,000	12,360
10-5010-4005	Event Attendant	-	-	-	-	-
10-5010-4006	Salaries - Administrative	214,231	255,800	257,500	257,500	262,600
10-5010-4007	Mileage Reimbursement	1,952	2,100	2,100	2,100	2,160
10-5010-4008	Salaries - Parks and Recreation	161,571	166,100	167,500	167,500	175,300
10-5010-4009	Salaries - Tree	55,332	59,700	59,700	59,700	61,400
10-5010-4010	Workers' Compensation Insurance	68,755	15,000	15,000	12,000	11,500
10-5010-4011	Medical Insurance	75,705	84,000	84,000	87,400	99,780
10-5010-4015	Payroll Taxes	43,543	56,390	56,390	56,390	58,080
10-5010-4019	Deferred Compensation Match - NEW	-	-	-	-	10,900
<b>Total salaries and benefits</b>		<b>693,749</b>	<b>742,690</b>	<b>747,290</b>	<b>747,690</b>	<b>787,980</b>
<b>Operations and Maintenances</b>						
10-5010-5002	Insurance - Liability	2,174	41,000	41,000	41,000	48,700
10-5010-5004	Membership & Dues	8,928	9,980	10,500	10,500	10,820
10-5010-5006	Travel & Meetings	2,078	2,630	2,630	2,630	2,710
10-5010-5007	Televised Meeting Costs	15,905	23,100	23,100	23,100	23,790
10-5010-5008	Gasoline	3,283	5,250	5,250	5,250	5,410
10-5010-5010	Publications & Legal Notice	8,227	7,880	7,880	7,880	8,120
10-5010-5012	Printing	4,373	4,200	4,200	4,200	4,330
10-5010-5014	Postage	530	2,100	2,100	2,100	2,160
10-5010-5016	Office & Meeting Supplies	15,579	15,750	15,750	15,750	16,220
10-5010-5018	Janitorial Supplies	-	20,790	20,790	20,790	21,410
10-5010-5020	Telephone	12,197	10,500	10,500	10,500	10,820
10-5010-5021	Computer/Email/Server Costs	6,529	5,250	9,000	9,000	9,270
10-5010-5030	Vehicle Maintenance	4,739	10,500	10,500	10,500	10,820
10-5010-5032	Buildings & Grounds-Maintenance	-	85,050	85,050	85,050	87,600
10-5010-5045	Miscellaneous Expenditures	21,915	21,000	21,000	21,000	21,630
10-5010-5046	Bank Service Charges	2,953	4,200	4,200	4,200	4,330
10-5010-5050	Elections	12,802	-	-	-	13,820
<b>Total operations and maintenance</b>		<b>122,212</b>	<b>269,180</b>	<b>273,450</b>	<b>273,450</b>	<b>301,960</b>
<b>Contract Services</b>						
10-5010-5610	Legal Services	32,493	65,520	65,520	65,520	45,000
10-5010-5615	Financial Audit - Consulting	18,750	19,950	19,950	19,950	20,550
10-5010-5620	Outsourced Financial Consultant	68,969	72,450	72,450	72,000	74,160
10-5010-5670	Other Professional Services	46,518	42,000	42,000	42,000	44,100
<b>Total Contract Services</b>		<b>166,730</b>	<b>199,920</b>	<b>199,920</b>	<b>199,470</b>	<b>183,810</b>
<b>Capital Expenditures</b>						
10-5010-6010	Equipment	1,821	2,100	2,100	2,100	2,160
10-5010-6025	Software	7,703	10,500	10,500	10,500	10,820
<b>Total Capital Expenditures</b>		<b>9,524</b>	<b>12,600</b>	<b>12,600</b>	<b>12,600</b>	<b>12,980</b>
<b>Total Expenditures</b>		<b>\$ 992,215</b>	<b>\$ 1,224,390</b>	<b>\$ 1,233,260</b>	<b>\$ 1,233,210</b>	<b>\$ 1,286,730</b>

\* assuming 3% increase on Salaries

**Rossmoor Community Services District**  
**Approved Budget**  
**Department 20 - Recreation**  
**For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Operations and Maintenances</b>						
10-5020-5017	Community Events	\$ 79,584	\$ 63,000	\$ 63,000	\$ 63,000	\$ 68,650
<b>Total operations and maintenance</b>		<u>79,584</u>	<u>63,000</u>	<u>63,000</u>	<u>63,000</u>	<u>68,650</u>
<b>Total Expenditures</b>		<u>\$ 79,584</u>	<u>\$ 63,000</u>	<u>\$ 63,000</u>	<u>\$ 63,000</u>	<u>\$ 68,650</u>



**Rossmoor Community Services District  
Approved Budget  
Department 30 - Rossmoor Park  
For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Operations and Maintenances</b>						
10-5030-5018	Janitorial Supplies	\$ 5,164	\$ -	\$ -	\$ -	\$ -
10-5030-5022	Utilities	12,418	13,130	13,130	13,130	13,520
10-5030-5023	Water	38,973	63,000	63,000	63,000	64,890
10-5030-5025	Secured Property Tax	1,059	1,260	1,260	1,260	1,300
10-5030-5030	Vehicle Maintenance	855	-	-	-	-
10-5030-5032	Buildings & Grounds-Maintenance	30,843	-	-	-	-
10-5030-5034	Alarm Systems/Security	492	1,050	1,050	1,050	1,080
10-5030-5045	Miscellaneous Expenditures	5,110	4,730	4,730	4,730	4,870
10-5030-5051	Equipment Rental	4,853	530	530	530	550
10-5030-5052	Minor Facility Repairs/Tools	935	1,050	1,050	1,050	1,080
<b>Total operations and maintenance</b>		<b>100,702</b>	<b>84,750</b>	<b>84,750</b>	<b>84,750</b>	<b>87,290</b>
<b>Contract Services</b>						
10-5030-5855	Landscape Maintenance/Janitorial Services	32,038	34,500	34,500	34,500	36,000
<b>Total Contract Services</b>		<b>32,038</b>	<b>34,500</b>	<b>34,500</b>	<b>34,500</b>	<b>36,000</b>
<b>Capital Expenditures</b>						
10-5030-6006	Buildings and Improvements	36,441	90,000	101,395	61,400	75,000
<b>Total Capital Expenditures</b>		<b>36,441</b>	<b>90,000</b>	<b>101,395</b>	<b>61,400</b>	<b>75,000</b>
<b>Total Expenditures</b>		<b>\$ 169,181</b>	<b>\$ 209,250</b>	<b>\$ 220,645</b>	<b>\$ 180,650</b>	<b>\$ 198,290</b>
<b>Capital expenditures breakdown:</b>						
	Picnic Shelter - Rossmoor Park (Grant) (1)		40,000	40,000	-	75,000
	Resurface basketball and tennis courts		50,000	61,395	61,400	-
			<b>90,000</b>	<b>101,395</b>	<b>61,400</b>	<b>75,000</b>

(1) For the Rossmoor Picnic Shelters, the project is rebudgeted in 24/25 for the full remaining Prop 68 Grant. If the project is done in 23/24, the budget in 24/25 will be reduced or eliminated for 23/24 expenditures.

\* Brightview Landscape Services / Landcare  
April 1, 2023 - March 31, 2024: \$ 5,312.33 /month  
April 1, 2024 - March 31, 2025: \$ 6,685 /month

Allocation:  
45.0% Rossmoor Park  
45.0% Rush Park  
5.0% Montecito Center  
5.0% Mini-Parks

**Rossmoor Community Services District  
 Approved Budget  
 Department 40 - Montecito Center  
 For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Operations and Maintenances</b>						
10-5040-5018	Janitorial Supplies	\$ 6,596	\$ -	\$ -	\$ -	\$ -
10-5040-5022	Utilities	2,232	2,100	2,100	2,100	2,160
10-5040-5023	Water	3,262	4,730	4,730	4,730	4,870
10-5040-5025	Secured Property Tax	889	1,050	1,050	1,050	1,080
10-5040-5030	Vehicle Maintenance	749	-	-	-	-
10-5040-5032	Buildings & Grounds-Maintenance	10,614	-	-	-	-
10-5040-5034	Alarm Systems/Security	645	680	680	680	700
10-5040-5045	Miscellaneous Expenditures	496	530	530	530	550
10-5040-5052	Minor Facility Repairs/Tools	-	530	530	530	550
<b>Total operations and maintenance</b>		<b>25,483</b>	<b>9,620</b>	<b>9,620</b>	<b>9,620</b>	<b>9,910</b>
<b>Contract Services</b>						
10-5040-5655	Landscape Maintenance/Janitorial Services	6,426	3,830	3,830	3,830	4,000
<b>Total Contract Services</b>		<b>6,426</b>	<b>3,830</b>	<b>3,830</b>	<b>3,830</b>	<b>4,000</b>
<b>Total Expenditures</b>		<b>\$ 31,909</b>	<b>\$ 13,450</b>	<b>\$ 13,450</b>	<b>\$ 13,450</b>	<b>\$ 13,910</b>

\* Brightview Landscape Services / Landcare  
 April 1, 2023 - March 31, 2024: \$ 5,312.33 /month  
 April 1, 2024 - March 31, 2025: \$ 6,665 /month

Allocation:  
 45.0% Rossmoor Park  
 45.0% Rush Park  
 5.0% Montecito Center  
 5.0% Mini-Parks

**Rossmoor Community Services District  
 Approved Budget  
 Department 50 - Rush Park  
 For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Operations and Maintenances</b>						
10-5050-5018	Janitorial Supplies	\$ 6,396	\$ -	\$ -	\$ -	\$ -
10-5050-5022	Utilities	30,305	33,180	33,180	33,180	34,180
10-5050-5023	Water	28,990	52,500	52,500	52,500	54,080
10-5050-5025	Secured Property Tax	4,053	4,410	4,410	4,410	4,540
10-5050-5030	Vehicle Maintenance	1,601	-	-	-	-
10-5050-5032	Buildings & Grounds-Maintenance	39,317	-	-	-	-
10-5050-5034	Alarm Systems/Security	492	840	840	840	870
10-5050-5045	Miscellaneous Expenditures	994	530	530	530	550
10-5050-5051	Equipment Rental	-	1,580	1,580	1,580	1,630
10-5050-5052	Minor Facility Repairs/Tools	-	530	530	530	550
<b>Total operations and maintenance</b>		<b>112,148</b>	<b>93,570</b>	<b>93,570</b>	<b>93,570</b>	<b>96,400</b>
<b>Contract Services</b>						
10-50-5655	Landscape Maintenance/Janitorial Services	29,563	34,500	34,500	34,500	36,000
<b>Total Contract Services</b>		<b>29,563</b>	<b>34,500</b>	<b>34,500</b>	<b>34,500</b>	<b>36,000</b>
<b>Capital Expenditures</b>						
10-50-6005	Building and Improvements	5,127	65,000	65,000	75,000	-
10-50-6010	Equipment	7,240	-	-	-	-
<b>Total Capital Expenditures</b>		<b>12,367</b>	<b>65,000</b>	<b>65,000</b>	<b>75,000</b>	<b>-</b>
<b>Total Expenditures</b>		<b>\$ 154,078</b>	<b>\$ 193,070</b>	<b>\$ 193,070</b>	<b>\$ 203,070</b>	<b>\$ 132,400</b>

**Capital expenditures breakdown:**

Flooring for the Auditorium (Grant)	30,000	30,000	55,000	-
Rush Park Auditorium roof repair	35,000	35,000	20,000	-
	<b>65,000</b>	<b>65,000</b>	<b>75,000</b>	<b>-</b>

\* Brightview Landscape Services / Landcare  
 April 1, 2023 - March 31, 2024: \$ 5,312.33 /month  
 April 1, 2024 - March 31, 2025: \$ 6,665 /month

**Allocation:**

45.0%	Rossmoor Park
45.0%	Rush Park
5.0%	Montecita Center
5.0%	Mini-Parks

**Rossmoor Community Services District  
 Approved Budget  
 Department 60 -Street Lighting  
 For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Contract Services</b>						
10-5060-5650	Street Lighting and Maintenance	\$ 110,641	\$ 113,100	\$ 113,100	\$ 115,000	\$ 120,800
<b>Total Contract Services</b>		<b>110,641</b>	<b>113,100</b>	<b>113,100</b>	<b>115,000</b>	<b>120,800</b>
<b>Total Expenditures</b>		<b>\$ 110,641</b>	<b>\$ 113,100</b>	<b>\$ 113,100</b>	<b>\$ 115,000</b>	<b>\$ 120,800</b>

**Rossmoor Community Services District  
 Approved Budget  
 Department 70 - Street Sweeping  
 For the Fiscal Year 2024-2025**

			2023-2024			12-Month	2024-2025
	Black Mountain	Description	FY 22-23 Actual	Original Budget	Amended Budget	Projected Estimates to Close	Approved Budget
<b>Contract Services</b>							
	10-5070-5642	Street Sweeping	\$ 75,269	\$ 83,100	\$ 83,100	\$ 86,000	\$ 81,360
<b>Total Contract Services</b>			<u>75,269</u>	<u>83,100</u>	<u>83,100</u>	<u>86,000</u>	<u>81,360</u>
<b>Total expenditures</b>			<u>\$ 75,269</u>	<u>\$ 83,100</u>	<u>\$ 83,100</u>	<u>\$ 86,000</u>	<u>\$ 81,360</u>

**Rossmoor Community Services District  
 Approved Budget  
 Department 80 - Parkway Tree  
 For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Operations and Maintenances</b>						
10-5080-5017	Community Events	\$ 1,300	\$ 1,580	\$ 1,580	\$ 1,580	\$ 1,630
<b>Total operations and maintenance</b>		<u>1,300</u>	<u>1,580</u>	<u>1,580</u>	<u>1,580</u>	<u>1,630</u>
<b>Contract Services</b>						
10-5080-5656	Tree Trimming	125,989	137,030	137,030	137,030	141,110
10-5080-5660	Tree Removal	4,414	3,150	3,150	3,150	3,240
<b>Total Contract Services</b>		<u>130,403</u>	<u>140,180</u>	<u>140,180</u>	<u>140,180</u>	<u>144,350</u>
<b>Capital Expenditures</b>						
10-5080-6015	Trees	39,325	47,250	47,250	47,250	48,670
<b>Total capital expenditures</b>		<u>39,325</u>	<u>47,250</u>	<u>47,250</u>	<u>47,250</u>	<u>48,670</u>
<b>Total expenditures</b>		<u>\$ 171,028</u>	<u>\$ 189,010</u>	<u>\$ 189,010</u>	<u>\$ 189,010</u>	<u>\$ 194,650</u>

**Rossmoor Community Services District  
 Approved Budget  
 Department 90 - Mini-Parks and Medians  
 For the Fiscal Year 2024-2025**

Black Mountain	Description	FY 22-23 Actual	2023-2024		12-Month Projected Estimates to Close	2024-2025 Approved Budget
			Original Budget	Amended Budget		
<b>Operations and Maintenances</b>						
10-5090-5022	Utilities	\$ 249	\$ 530	\$ 530	\$ 530	\$ 550
10-5090-5023	Water	8,885	10,500	10,500	10,500	10,820
10-5090-5032	Buildings & Grounds-Maintenance	1,147	-	-	-	-
10-5090-5045	Miscellaneous Expenditures	-	110	110	110	110
10-5090-5051	Equipment Rental	-	110	110	110	110
10-5090-5052	Minor Facility Repairs/Tools	-	110	110	110	110
<b>Total operations and maintenance</b>		<b>10,281</b>	<b>11,360</b>	<b>11,360</b>	<b>11,360</b>	<b>11,700</b>
<b>Contract Services</b>						
10-5090-5655	Landscape Maintenance/Janitorial Services	2,762	3,830	3,830	3,830	4,000
<b>Total Contract Services</b>		<b>2,762</b>	<b>3,830</b>	<b>3,830</b>	<b>3,830</b>	<b>4,000</b>
<b>Capital Expenditures</b>						
10-5090-6005	Building and Improvements	55	-	-	-	-
<b>Total capital expenditures</b>		<b>55</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total expenditures</b>		<b>\$ 13,098</b>	<b>\$ 15,190</b>	<b>\$ 15,190</b>	<b>\$ 15,190</b>	<b>\$ 15,700</b>

\* Brightview Landscape Services / Landcare  
 April 1, 2023 - March 31, 2024: \$ 6,312.33 /month  
 April 1, 2024 - March 31, 2025: \$ 6,665 /month

Allocation:  
 45.0% Rossmoor Park  
 45.0% Rush Park  
 5.0% Montecito Center  
 5.0% Mini-Parks

**Rossmoor Community Services District  
Employee Salary Plan - 3% increase  
For the Fiscal Year 2024-2025**

SALARY PLAN FY 2024-2025							
Position	2023-2024 Current Salary		Revised Salaries		2024-2025 Recommended Salary		
	Annually	Hourly	Midpoint	Hourly Increase	Annually	Hourly Increase	Hourly
General Manager	\$ 92,500.00	n/a	\$ 92,500.00	n/a	\$ 92,500.00	n/a	n/a
Administrative Assistant	\$ 69,272.00	\$ 33.30	\$ 71,350.16	\$ 1.00	\$ 71,350.16	\$ 1.00	\$ 34.30
General Clerk	\$ 53,084.28	\$ 25.52	\$ 54,676.81	\$ 0.77	\$ 54,676.81	\$ 0.77	\$ 26.29
*Office Assistant	\$ 20,352.80	\$ 20.60	\$ 20,963.38	\$ 0.62	\$ 20,963.38	\$ 0.62	\$ 21.22
*Account Clerk	\$ 22,388.08	\$ 22.66	\$ 23,059.72	\$ 0.68	\$ 23,059.72	\$ 0.68	\$ 23.34
Park Superintendent	\$ 66,902.19	\$ 32.16	\$ 68,909.26	\$ 0.96	\$ 68,909.26	\$ 0.96	\$ 33.13
Recreation Superintendent	\$ 61,035.44	\$ 29.34	\$ 62,866.50	\$ 0.88	\$ 62,866.50	\$ 0.88	\$ 30.22
District Arborist	\$ 59,644.42	\$ 28.68	\$ 61,433.75	\$ 0.86	\$ 61,433.75	\$ 0.86	\$ 29.54
Maintenance/Rec Assistant	\$ 42,265.60	\$ 20.32	\$ 43,533.57	\$ 0.61	\$ 43,533.57	\$ 0.61	\$ 20.93
**Maintenance/Rec Assistant	\$ 27,632.14	\$ 18.32	\$ 28,461.10	\$ 0.55	\$ 28,461.10	\$ 0.55	\$ 18.87
*Maintenance/Rec Assistant	\$ 18,107.99	\$ 18.33	\$ 18,651.23	\$ 0.55	\$ 18,651.23	\$ 0.55	\$ 18.88
*Maintenance/Rec Assistant	\$ 17,422.00	\$ 17.63	\$ 17,944.66	\$ 0.53	\$ 17,944.66	\$ 0.53	\$ 18.16
*Maintenance/Rec Assistant	\$ 17,299.88	\$ 17.51	\$ 17,818.88	\$ 0.53	\$ 17,818.88	\$ 0.53	\$ 18.04
Event/Facility Attendant	n/a	\$ 16.50		\$ -			\$ 16.50

\* 1/2 Time 19 hrs. per week/988 hrs. per year

\*\* Part-Time 29 hrs. per week/1,508 hrs. per year

Totals	\$ 567,906.82			\$ 582,169.02	Difference	\$ 14,262.20
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**RESOLUTION 25-02-11-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE MID-YEAR AMENDED BUDGET REVENUES AND EXPENDITURES TOTAL AMOUNTS FOR THE FISCAL YEAR 2024-2025**

**WHEREAS**, the Rossmoor Community Services District Budget Committee did discuss and recommend approval of the District's Fiscal Year 2024-2025 Amended Budget at its Committee Meeting on January 23, 2025;

**WHEREAS**, the Rossmoor Community Services District Board of Directors did discuss and approve the District's Fiscal Year 2024-2025 Mid-Year Amended Budget at its Regular Meeting;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Rossmoor Community Services District that it hereby establishes the Mid-Year Amended Budget Revenues and Expenditure Totals, by Fund, in the amounts specified in Attachment A for the Fiscal Year 2024-2025.

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of February 2025.

**AYES:** Directors DeMarco, Maynard, Remnet, Searles and Shade

**NOES:**

**ABSTAIN:**

**ABSENT:**

**BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Nathan Searles, President

**ATTEST:**

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

Rossmoor Community Services District

**Policy**

**No. 3020**

**BUDGET PREPARATION, ADOPTION AND REVISION**

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

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

**3020.21 RCSD Five-Year Fiscal Plan:** Concurrently with the preparation of the Preliminary Budget, the General Manager shall update the Plan for review by the Budget Committee.

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

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

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

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

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

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

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

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

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

**3020.70 Second Public Notice:** The public notice must be published a second time at least two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

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

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

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

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

Amended: November 9, 2004

Amended: January 11, 2005

Amended: April 10, 2007

Amended: October 9, 2007

Amended: January 13, 2009

Amended: January 10, 2012

Amended: February 14, 2017

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM G-2**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PLATINUM STRATEGIES INC. FOR ACCOUNTING SERVICES

### **RECOMMENDATIONS**

At their February 4, 2025 meeting, the Personnel and Contract Administration Committee reviewed and discussed the options for District accounting services. Staff is recommending that the Rossmoor Community Services District (RCSD) Board of Directors review and approve the General Manager entering into a Professional Services Agreement (PSA) with Platinum Strategies Inc. for financial consulting services in an amount not to exceed \$50,000 annually; and

Staff is also recommending that the Rossmoor Community Services District (RCSD) Board of Directors approve a FY 2024-25 budget amendment for an adjustment (decrease) of \$8,320 to the Outsourced Financial Consultant account (5010-5620).

### **BACKGROUND**

Government Financial Services (GFS) has provided financial consulting services to RCSD since September 13, 2022, and will continue through February 28, 2025. During this time, GFS has successfully integrated the Black Mountain accounting software with the District's financial functions, policies and procedures. The District has received professional level accounting advisory services and oversight. GFS has solidified the District's accounting processes and procedures into a routine management system, thereby diminishing the need for the high level of service that GFS provides. The current contract with GFS will end on February 28, 2025. With the contract expiration date approaching, the General Manager has interviewed other financial consulting firms.

## FINDINGS

Utilizing resources available through CSDA, RCSD was able to obtain four additional proposals for financial consulting services. Initially, RCSD reached out to Eide Bailly, a financial consulting firm that came highly recommended by OCLAFCO and our auditing firm, Rogers, Anderson, Malody and Scott. After several weeks of negotiations, an impasse was reached regarding indemnification language and the search for a financial consulting firm continued.

After reviewing proposals received and interviewing the firms listed below, staff is recommending that the District move forward with entering into a Professional Services Agreement with Platinum Strategies Inc.

## FISCAL IMPACT

The FY 2024-2025 budget includes \$74,160 for an Outsourced Financial Consultant. To date, the proposed rates received for interested vendors are:

Vendor	Proposal	Notes
Michael Matsumoto dba GFS	\$74,160/annually \$6,180/mo	Contract ends 2/28/25
Eadie Payne	\$72,000/annually \$6,000/mo	Not cost effective
Eide Bailly	\$55,000/annually \$4,583/mo	Could not agree on indemnification language.
<b>Platinum Strategies Inc.</b>	<b>\$49,200/annually \$4,100/mo</b>	<b>Recommending</b>
Vasquez & Company	\$28,800/annually \$2,400/mo	100% cloud based overseas in Manila raises questions about cybersecurity

By contracting with Platinum Strategies Inc. the District would recognize a savings of \$8,320 for the remainder of FY 24-25 and an annual savings of \$24,960 for FY 25-26.

## ATTACHMENTS

1. DRAFT Professional Services Agreement Financial Services with Platinum Strategies Inc.
2. Current contract with Government Financial Services
3. CSDA Recommended Vendor List

**PROFESSIONAL CONSULTING SERVICES AGREEMENT  
BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND PLATINUM  
STRATEGIES, INC FOR CONSULTING SERVICES  
RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE  
DISTRICT'S FINANCIAL ACTIVITIES**

THIS AGREEMENT is made and entered into on February 11, 2025 by the Rossmoor Community Services District, a Community Services District (hereinafter referred to as "DISTRICT") and Platinum Strategies, Inc., a California Corporation (hereinafter referred to as "CONTRACTOR") with the principal place of business at 396 S. California Ave, Unit 203, West Covina, CA 91793. DISTRICT and CONTRACTOR are collectively referred to herein as Parties and each a Party to this Agreement.

**ARTICLE 1**

**TERM AND EFFECTIVE DATE OF AGREEMENT**

1.0 This Agreement shall become effective on February 11, 2025, and shall remain in effect until February 10, 2025.

1.1 All parties agree the DISTRICT is under no obligation to use the services of the CONTRACTOR during the term of this Agreement.

**ARTICLE 2**

**RIGHT TO CANCEL**

2.0 Either party may cancel this Agreement with or without cause, by giving the other party a fifteen (15) day written notice. Upon cancellation, the DISTRICT will pay the CONTRACTOR for services performed to the date of termination. The parties acknowledge and agree that the right to cancel is a negotiated term of this Agreement and not intended, in any way, to affect the status of CONTRACTOR as an independent CONTRACTOR.

**ARTICLE 3**

**INDEPENDENT CONTRACTOR**

3.0 CONTRACTOR agrees that any and all members of the CONTRACTOR'S business are independent CONTRACTOR(s) and no employee-employer, partnership, joint venture, or agency relationship exists between the CONTRACTOR and the DISTRICT. CONTRACTOR enters into this Agreement and will remain throughout the term of the Agreement as an independent CONTRACTOR. CONTRACTOR agrees it is not and will not become an employee, partner, agent or principal of the DISTRICT while this Agreement is in effect solely because of the existence of this Agreement. CONTRACTOR agrees it is not entitled to the rights and benefits of DISTRICT employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees' Retirement System. CONTRACTOR is responsible for providing, at its own expense, disability or unemployment and other

insurance, workers' compensation, training, permits and licenses for CONTRACTOR and for CONTRACTOR's employees and subcontractors.

#### **ARTICLE 4**

### **FINANCIAL CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S FINANCIAL ACTIVITIES**

#### **4.0 SPECIFIC SERVICES**

CONTRACTOR agrees to provide evaluation of the effectiveness and efficiency of the municipal financial activities, operations, and programs; to provide management consultant services to the DISTRICT Manager and senior management; and to provide a variety of specialized finance and accounting services to assist the DISTRICT recording and maintaining the general ledger.

#### **4.1 SCOPE OF SERVICES.**

CONTRACTOR will be compensated set forth in Exhibit A: Scope of Services, attached hereto and incorporated herein by this reference.

#### **4.2 STANDARD OF PERFORMANCE**

CONTRACTOR represents that each individual who CONTRACTOR utilizes will be a Certified Public Accountant, licensed in the State of California and has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of the DISTRICT. The individuals providing services being licensed Certified Public Accountants is a requirement of this Agreement.

#### **4.3 CERTIFICATION OR REGISTRATION**

CONTRACTOR agrees that all individuals who provide services to the DISTRICT will maintain certifications as a Certified Public Accountants. DISTRICT may request CONTRACTOR to submit proof of CONTRACTOR's current certifications at any time during the term of the Agreement.

#### **4.4 EXPENSES AND TAXES**

CONTRACTOR agrees to pay all fees, fines, taxes, or other costs of doing business related to CONTRACTOR's services. DISTRICT will not withhold any taxes for CONTRACTOR. If the Internal Revenue Service or any other Federal or State governmental agency should inquire about CONTRACTOR's status as an independent contractor, each party with notice agrees to inform the other party and allow the other party to participate in any discussion or negotiation with the agency.

#### **4.5 AVAILABILITY**

CONTRACTOR, at CONTRACTOR's sole discretion, will determine whether or not the firm is available to accept a DISTRICT project.

#### **4.6 NON-EXCLUSIVITY**

CONTRACTOR is not required to perform services exclusively for the DISTRICT, and, subject to any applicable conflict of interest laws, rules, or procedures of DISTRICT, may perform services for any other person or entity, provided other

services do not interfere with the services CONTRACTOR has agreed to provide under this Agreement.

#### **4.7 TOOLS, MATERIALS AND EQUIPMENT**

CONTRACTOR agrees to supply all tools, materials and equipment required to perform the services under this Agreement.

#### **4.8 MEANS, DETAILS AND MEANS OF PERFORMANCE**

CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. CONTRACTOR has complete and sole discretion regarding who will perform the services under this Agreement.

### **ARTICLE 5**

#### **CONTRACTOR'S COORDINATORS**

5.0 CONTRACTOR'S assistants are not authorized to make changes to this Agreement.

### **ARTICLE 6**

#### **PAYMENT FOR SERVICES**

##### **6.0 Compensation**

CONTRACTOR will be compensated set forth in Exhibit B: Fees, attached hereto and incorporated herein by this reference.

### **ARTICLE 7**

#### **SUBMISSION OF INVOICES**

7.0 Unless otherwise stated, the CONTRACTOR shall submit invoices no later than thirty (30) days from the end of each month.

7.1 CONTRACTOR shall submit written invoices.

7.2 CONTRACTOR's invoice must include the project descriptions.

### **ARTICLE 8**

#### **MISCELLANEOUS PROVISIONS**

##### **8.0 WORK PRODUCT**

CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to DISTRICT during and upon completion of this Agreement, shall be the property of the DISTRICT and ownership of said work product shall be retained by the DISTRICT. CONTRACTOR may retain copies and files used in the preparation of any work product; however, the CONTRACTOR shall not distribute the information to anyone unless directed by the DISTRICT.



## 8.1 REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants the following statements are true:

(a) **NO GRATUITIES.** CONTRACTOR has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise,) to any DISTRICT personnel to secure this Agreement or to secure favorable treatment with respect to any determinations concerning the performance of this Agreement.

(b) **NO CONFLICT OF INTEREST.** CONTRACTOR has no interest that would constitute a conflict of interest, and the scope of services does not fall within the requirements for filing an annual conflict of interest statement (Form 700).

(c) **NO INTERFERENCE WITH OTHER AGREEMENTS.** This Agreement does not constitute a conflict of interest or default under any other DISTRICT Agreement.

(d) **COMPLIANCE WITH LAWS.** CONTRACTOR is in compliance with all laws, rules and regulations applicable to CONTRACTOR's business and CONTRACTOR pays all undisputed debts when they come due.

(e) **NON-DISCRIMINATION/NO HARASSMENT.** CONTRACTOR does not unlawfully discriminate against any employee or applicant for employment because of age, ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition, national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation. CONTRACTOR does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom CONTRACTOR may interact with in the performance of this Agreement. CONTRACTOR takes all reasonable steps to prevent harassment from occurring.

## 8.2 CHANGES IN WORK

The CONTRACTOR agrees that any changes, additions, deletions, or modifications to the services provided under this Agreement shall be written.

## 8.3 LIMITATIONS OF LIABILITY

DISTRICT will not be liable to CONTRACTOR for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless if the DISTRICT was advised of the possibility of such loss or damage. In no event will the DISTRICT's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to CONTRACTOR by the DISTRICT under this Agreement.

## 8.4 INDEMNIFICATION

The CONTRACTOR agrees to obtain insurance (see 8.5 below) and to defend, indemnify, protect, and hold harmless, the DISTRICT, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the DISTRICT, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligence,

wrongful act, or omission under the terms of this Agreement. The DISTRICT agrees that the limit of the indemnification, including defense costs, is the insurance outlined in Section 8.5 below.

## 8.5 INSURANCE COVERAGE

(a) GENERAL LIABILITY INSURANCE. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

(d) WORKERS COMPENSATION INSURANCE. CONTRACTOR shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to DISTRICT, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of DISTRICT, its officers, agents, employees, and volunteers.

(e) CYBER LIABILITY. Vendor shall maintain comprehensive cyber liability insurance with limits of \$1,000,000 per occurrence/loss and \$2,000,000 general aggregate.

(f) If the coverage under (e) and (f) is maintained on a claims-made basis, the CONTRACTOR shall maintain such coverage for an additional three (3) years following termination of the contract.

(g) OTHER INSURANCE REQUIREMENTS

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

(ii). **DURATION OF COVERAGE.** CONTRACTOR shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, their agents, representatives, employees, or subconsultants.

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

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

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

(vi). **WAIVER OF SUBROGATION.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against DISTRICT, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against DISTRICT

and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(vii). ENFORCEMENT OF CONTRACT PROVISIONS (NON ESTOPPEL) CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the DISTRICT to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the DISTRICT nor does it waive any rights hereunder.

(viii). REQUIREMENTS NOT LIMITING Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

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

(x). ADDITIONAL INSURED STATUS. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that DISTRICT and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

(xi). PROHIBITION OF UNDISCLOSED COVERAGE LIMITATIONS. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to DISTRICT and approved of in writing.

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

(xiii). PASS THROUGH CLAUSE. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved

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

(xiv). DISTRICT'S RIGHT TO REVISE SPECIFICATIONS. The DISTRICT reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the DISTRICT and CONTRACTOR may renegotiate CONTRACTOR's compensation.

(xv). SELF-INSURED RETENTIONS. Any self-insured retentions must be declared to and approved by DISTRICT. DISTRICT reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

(xvi). TIMELY NOTICE OF CLAIMS. CONTRACTOR shall give DISTRICT prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(xvii). ADDITIONAL INSURANCE. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

#### 8.6 ASSIGNMENT

Neither party may assign its rights or duties under this Agreement. This Agreement binds the parties as well as their heirs, successors, and assignees. CONTRACTOR shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of CONTRACTOR'S interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of DISTRICT'S consent, no subletting or assignment shall release CONTRACTOR of CONTRACTOR'S obligation to perform all other obligations to be performed by CONTRACTOR hereunder for the term of this Agreement

#### 8.7 CONFIDENTIAL INFORMATION

All information disclosed to CONTRACTOR and all information gained while providing services under this Agreement is considered confidential and shall not be disclosed to any person or entity by CONTRACTOR without the prior written approval of DISTRICT. The DISTRICT owns the confidential information and the DISTRICT authorizes the CONTRACTOR to use it only for purposes of performing this Agreement. Notwithstanding the foregoing, CONTRACTOR has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure by DISTRICT as required by the California Public Records Act (California Government Code section 7920.000 et seq.) ("PRA"). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the PRA, and of which CONTRACTOR informs DISTRICT of such trade secret. DISTRICT will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The DISTRICT shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

#### 8.8 ENTIRE AGREEMENT

This Agreement contains the entire understanding between the DISTRICT and CONTRACTOR. Any prior Agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

#### 8.9. WAIVER

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

#### 8.10 GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California. Venue shall be in the Superior Court for the County of Orange.

#### 8.11 ATTORNEY'S FEES & COSTS

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs.

#### 8.12 NON-EXCLUSIVE AGREEMENT

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

#### 8.13 INVALIDITY; SEVERABILITY

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

#### 8.14 NO THIRD PARTY BENEFICIARY RIGHTS

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

#### 8.15 NOTICE

All notices shall be personally delivered or mailed to the addresses listed below:

**Contractor:** Platinum Strategies, Inc.  
396 S. California Ave, Unit 203  
West Covina, CA 91793  
Attn: Josh Byerrum, Partner

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

The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement. The Parties hereto have caused this Agreement to be executed the day and year first above written.

**DISTRICT**

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

Nathan Searles, President

**CONTRACTOR**

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

Platinum Strategies, Inc.





## **Exhibit A: Scope of Services**

### **General services include:**

1. Attendance at any Budget Committee or Board meetings as needed.
2. Assistance with the annual budget, including meetings with District staff and Board of Directors.
3. Assistance with mid-year budget review if asked, including meetings with District staff and the Board of Directors that may be required by the District.
4. Year-end closing of the District's accounting books and records in accordance with Generally Accepted Accounting Principles to prepare for the annual audit.
5. Preparation of year-end and/or interim schedules that may be required by the District's independent auditors so the auditors can provide the required annual auditor's opinion of the District's financial statements.
6. Monthly review, analysis and/or reconciliation of the District's General Ledger accounts to ensure up-to-date and accurate accounting records are reported to District Management.
7. Reconcile applications (Fixed Assets, Accounts Payable, Utility Billing, etc.) to the General Ledger monthly and resolve discrepancies as needed.
8. Preparation of variance report identifying those accounts that are over the anticipated budget.
9. Periodic review and monitoring of the District's internal controls and accounting/financial control structure.
10. Reconcile bank account statements to the General Ledger monthly and resolve discrepancies with entries.
11. Review the W-9s and prepare (or review) 1099s in January each year.
12. Prepare the State Government Compensation in California Report annually.
13. Review of the State Financial Transactions Report annually.
14. Aid with filing the California Sales and Use Tax return, if applicable, in January of each year
15. Advisory and implementation of best practices based on vast experience with other government agencies.
16. Train staff as needed on financial/accounting related processes.
17. Onsite (and offsite) input of accounts payable



18. Review of payroll codes to ensure proper coding of pre-tax vs. post tax as well as ensure codes are reported properly for workers compensation reporting.
19. Review of W2s in January.

**Periodic items considered to be out of scope if on a monthly retainer:**

1. Collaborate with Rate Study consultants throughout the rate study process.
2. Labor negotiations.
3. Financial and Utility Billing System implementation.
4. Long-range financial planning.
5. Non-recurring unusual activity that needs more time and effort not contemplated in this proposal.
6. Major payroll or CalPERS processing/reporting issues.
7. IRS or PERS audit assistance.
8. ACFR or MD&A preparation for the audit.
9. Implementation of new GASB statements.
10. Assistance with processing state reporting for consumption including but not limited to:
  - a. SWRCB Electronic Annual Report
  - b. Water Loss Audit Report
  - c. Single Urban Drought & Conservation Reporting
  - d. Review of Annual Inventory Report
  - e. WUE Annual Water Supply and Demand
  - f. Urban Water Management Plan
  - g. Annual Urban Water Use Objective and Actual Water Use Report
11. Grant reporting and compliance



## Exhibit B: Fees

### FEES

Our Out of Scope Fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses for mileage or incidentals. We also charge half of our hourly rate for travel time. Invoices are payable upon presentation.

Engagement personnel will not change without express management approval.

**PSI will provide accounting assistance as outlined in the attached Scope Work for \$4,100**

**per month, which includes a 3-6% CPI increase (measured December 2026).**

Our fees for work outside the scope of work are presented below, subject to change each January 1st by the Los Angeles-Long Beach-Anaheim Consumer Price Index, and/or changes in staff positions. Mileage or other out of pocket costs are billed at approved IRS mileage rates or actual costs.

Staff Level	Hourly Rate
Partner	\$200
Payroll Specialist	\$175
Associate	\$100

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM G-3**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR TENNIS INSTRUCTION AT ROSSMOOR PARK

### **RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve a two-year Professional Services Agreement (PSA) with tennis instructor Beau Berglund, effective March 11, 2025, for two years with a court reservation fee of \$17.00 effective March 11, 2025 increasing to \$17.50 effective March 11, 2026. Cancellation fees will be lowered to \$8.00 per hour from \$17.00 per hour to accommodate cancellations within less than 24 hours.

### **BACKGROUND**

At their February 4, 2025, meeting, the Personnel and Contract Administration Committee (Director Jo Shade, Chair and Director Mary Ann Remnet), discussed and reviewed the renewal of a PSA for tennis instructor Beau Berglund. The terms and the fees were discussed and the Committee approved the item to be forwarded to General Counsel Preziosi to prepare the PSA for approval by the RCSD Board of Directors.

### **INFORMATION**

Tennis instructor Beau Berglund began providing tennis instruction at Rossmoor Park in October 2017. In March 2021, the RCSD Board of Directors approved a Professional Services Agreement (PSA) with Beau Berglund for two years. The contract was renewed for an additional two-years effective March 10, 2023. The current contract expires March 10, 2025.

During the 2023-2025 contract term, Mr. Berglund has paid the District approximately \$42,300 for lesson/court hour fees based on \$16.00 (2023 rate) and \$16.50 (2024 rate) per lesson/court hour fees. At the new PSA rates of \$17.00 (effective March 10, 2025) and \$17.50 (effective March 10, 2026), the revenue to the District will be approximately \$44,211 during the renewal term March 10, 2025-March 9, 2027.

## **ATTACHMENTS**

1. DRAFT Professional Services Agreement (PSA) with Beau Berglund effective March 11, 2025.

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 11th day of March, 2025 (“Effective Date”) by and between the Rossmoor Community Services District, a public agency (“District”) and Beau Berglund, an individual and tennis professional (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

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

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement.

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

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

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor of an \$8.00 per hour fee when less than a 24-hour notice is received by the District, in accordance with this Agreement, as if Contractor had utilized the court for the subject period of time.

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

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

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

6. Standard of Care. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

## 7. Insurance.

7.1 Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

7.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as



to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

7.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

7.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

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

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

(b) The District will record and reconcile each court reservation within the RecDesk reservation system and impose and collect fees for each lesson monthly. Payment is due no later than the 10th of the next month.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, seventeen dollars and no cents (\$17.00) per hour from the Effective Date through March 10, 2026, and seventeen dollars and fifty cents (\$17.50) per hour commencing March 11, 2026 for each individual who receives a tennis lesson and/or each court hour. For group lessons, with times as approved by the District, Contractor shall remit payment to the District a rate of eighteen dollars (\$18.00) per hour from the Effective Date through March 11, 2027.

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

(e) At all times during the term of this Agreement, and for a period of two (2) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

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

(g) At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) [intentionally omitted]

9. General Provisions.

(a) Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.

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

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

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

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

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

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

(e) Indemnification. Contractor shall defend, with counsel of District's choosing, indemnify, and hold District, including its' officers, officials, employees and volunteers, free and

harmless from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's, including any employee, sub-contractor, agent and/or volunteer, performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, subcontractors, agents and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, subcontractors, agents and/or volunteers, whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, subcontractors and/or volunteers under this Agreement, whether or not the Consultant, its employees, subcontractors, agents and/or volunteers are specifically named or otherwise asserted to be liable. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

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

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**BEAU BERGLUND**

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

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

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

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

**APPROVED AS TO FORM FOR DISTRICT**

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

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

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM G-4**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A TWO-YEAR CONTRACT EXTENSION WITH LANDCARE USA, LLC

#### **RECOMMENDATION**

At their February 4, 2025, meeting, the Personnel and Contract Administration Committee (Director Jo Shade, Chair and Director Mary Ann Remnet), discussed and reviewed the renewal of a PSA for Landcare USA, LLC. The terms and fees were discussed and given the current economic climate, the Committee expressed concerns over the 3% increase over each of the two (2) years effective April 1, 2025, and again on April 1, 2026, for Professional Landscape and Lawn Care Maintenance Services with Landcare USA, LLC. The contract extension agreement has been drafted and reviewed by District counsel.

#### **BACKGROUND**

At the February 29, 2024, Personnel and Contract Administration Committee meeting the Committee authorized the General Manager to exercise each contract renewal option annually, if in the opinion of the General Manager, the Contractor has successfully performed throughout the previous contract period and the services are still required and are cost effective. Such renewal may include a Cost-of-Living Adjustment, per option year, subject to approval by the RCSD Board of Directors.

On April 1, 2024, Landcare Landscaping Services, Inc. entered into a contractual agreement with Rossmoor Community Services District for Landscape Maintenance Services. The contract expires March 31, 2025. Landcare has requested a two-year contract extension with a 3% cost of living increase effective April 1, 2025, and again at April 1, 2026.

RCSD believes that Landcare is a fair, competitive, and well-qualified firm. Should the contractor not perform at an acceptable level, the District would have the right to activate liquidated damages or terminate the contract with at least a 30-day written notice.

## **FISCAL IMPACT**

The current annual cost associated with the Landcare contract is \$79,980 (\$6,665/month). The FY 24-25 Landscaping budget is \$80,000. A 3% increase would bring the annual cost up to \$82,379 (\$6,865/month) for the period April 1, 2025 through March 31, 2026. Effective April 1, 2026 the annual cost will increase by an additional 3% to \$84,850 (\$7,071/month).

## **ATTACHMENTS**

1. DRAFT 2025/2026 Professional Services Agreement with Landcare USA, LLC

**FIRST AMENDMENT AND EXTENSION  
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE  
AND LAWN CARE SERVICES WITH LANDCARE USA, LLC  
[2025 - 2027]**

This First Amendment and Extension to the Professional Services Agreement for Professional Landscape and Lawn Care Services (“Agreement”) is made and entered into this 11<sup>th</sup> day of February, 2025, by and between the Rossmoor Community Services District, a public agency (“District”), and LandCare USA, LLC, a Delaware limited liability company (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on April 1, 2024, District and Contractor entered into the Agreement; and

WHEREAS, District and Contractor now desire to amend the Agreement to memorialize the extension of the term thereof for two additional years (the “First Extended Term”) and to otherwise amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein and in the Agreement, amended hereby, the parties agree as follows:

1. Paragraph 2.2, Term, is hereby amended by adding the following underlined sentence:

The District extends the term hereof for two (2) years from April 2, 2025 through April 1, 2027, and Contractor hereby agrees to this two (2) year extension.

2. Exhibit “A”, Scope of Work, is hereby replaced with the attached Exhibit “A”, Scope of Work, which shall be effective from April 2, 2025 through the expiration of the First Extended Term.

3. Exhibit “B”, Compensation, is hereby replaced with the attached Exhibit “B”, Compensation 2025-2026, which shall be effective from April 2025 through March 2026.

4. Exhibit “C”, Compensation 2026-2027, is added to the Amendment and which shall be effective from April 2026 through end of the First Extended Term.

5. All terms and conditions of the Agreement that have not been amended by this Amendment shall remain in full force and effect.

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

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

**LANDCARE USA, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel



# **Exhibit A**

## **Scope of Work**



## SPECIFICATIONS

### 1.0 Turf Management

#### A. Lawn Mowing

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

#### B. Edging & String Trimming

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

#### C. Cleaning of Walks

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

### 2.0 Shrub & Bed Maintenance

#### A. Policing & Grooming

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

#### B. Edging & String Trimming

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

#### C. Pruning

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



- iv. Shearing of plants will occur only where previous practice has been to shear, or as directed.
- v. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

### 3.0 Arbor Care & Pruning

#### A. Skirting

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

#### B. Pruning

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

#### C. Staking & Guying

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

### 4.0 Fertilization

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

### 5.0 Environmental Weed & Pest Control Program

#### A. Handling

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

#### B. Weeds

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



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

C. Pests

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

**6.0 Irrigation Equipment & Operation**

A. Scheduling

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

B. Cleaning and Monitoring

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

C. Inspection and Repairs

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

**7.0 General Conditions**

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

tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.

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

#### 8.0 Work Performed at an Additional Fee

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



**Exhibit B**  
**Compensation**  
**2025-2026**

**LANDSCAPE MANAGEMENT ANNUAL SCHEDULE**

**SERVICES**

- Maintenance Visit
- Irrigation Checks
- Turf Application - April
- Turf Application - November

SUBTOTAL	\$82,379.16
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$82,379.16</b>



**Landscape Management Agreement**



### PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$6,864.93	\$0.00	\$6,864.93
May	\$6,864.93	\$0.00	\$6,864.93
June	\$6,864.93	\$0.00	\$6,864.93
July	\$6,864.93	\$0.00	\$6,864.93
August	\$6,864.93	\$0.00	\$6,864.93
September	\$6,864.93	\$0.00	\$6,864.93
October	\$6,864.93	\$0.00	\$6,864.93
November	\$6,864.93	\$0.00	\$6,864.93
December	\$6,864.93	\$0.00	\$6,864.93
January	\$6,864.93	\$0.00	\$6,864.93
February	\$6,864.93	\$0.00	\$6,864.93
March	\$6,864.93	\$0.00	\$6,864.93
<hr/>			
	\$82,379.16	\$0.00	\$82,379.16

#### LandCare Branch Information

Account Manager: Tyler Haroldsen  
Email Address: tyler.haroldsen@landcare.com  
Primary Phone: 5624478982

#### Customer Information

Primary Contact: Joe Mendoza  
Primary Phone: \_\_\_\_\_  
Primary Email: jmendoza@rossmoor-csd.org

Billing Contact: Joe Mendoza  
Billing Phone: \_\_\_\_\_  
Billing Email: jmendoza@rossmoor-csd.org



**Exhibit C**  
**Compensation**  
**2026-2027**

**LANDSCAPE MANAGEMENT ANNUAL SCHEDULE**

**SERVICES**

- Maintenance Visit
- Irrigation Checks
- Turf Application - April
- Turf Application - November

SUBTOTAL	\$84,850.08
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$84,850.08</b>



**Landscape Management Agreement**



**PAYMENT SCHEDULE**

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$7,070.84	\$0.00	\$7,070.84
May	\$7,070.84	\$0.00	\$7,070.84
June	\$7,070.84	\$0.00	\$7,070.84
July	\$7,070.84	\$0.00	\$7,070.84
August	\$7,070.84	\$0.00	\$7,070.84
September	\$7,070.84	\$0.00	\$7,070.84
October	\$7,070.84	\$0.00	\$7,070.84
November	\$7,070.84	\$0.00	\$7,070.84
December	\$7,070.84	\$0.00	\$7,070.84
January	\$7,070.84	\$0.00	\$7,070.84
February	\$7,070.84	\$0.00	\$7,070.84
March	\$7,070.84	\$0.00	\$7,070.84
	<b>\$84,850.08</b>	<b>\$0.00</b>	<b>\$84,850.08</b>

**LandCare Branch Information**

Account Manager: Tyler Haroldsen  
Email Address: tyler.haroldsen@landcare.com  
Primary Phone: 5624478982

**Customer Information**

Primary Contact: Joe Mendoza  
Primary Phone: \_\_\_\_\_  
Primary Email: jmendoza@rossmoor-csd.org

Billing Contact: Joe Mendoza  
Billing Phone: \_\_\_\_\_  
Billing Email: jmendoza@rossmoor-csd.org

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM G-5**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO SEASONAL CONTRACTS WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2025 ROSSMOOR HEALTH AND WELLNESS, SUMMER AND WINTER FESTIVALS

### **RECOMMENDATION**

At their meeting on February 4, 2025, the Personnel and Contract Administration Committee reviewed and discussed the upcoming Professional Services Agreements with Elite Special Events. It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors authorize the General Manager to enter into Professional Service Agreements by and between Rossmoor Community Services District and Elite Special Events for festivals being held on Saturday, May 10, June 14<sup>th</sup>, July 12<sup>th</sup>, August 9<sup>th</sup>, September 13<sup>th</sup> and December 13, 2025.

### **BACKGROUND**

Rossmoor Community Services District (RCSD) contracted with Elite Special Events for the 2024 Health and Wellness Festival, 2024 Summer Festivals and 2024 Winter Festival. The partnership was a great success and brought together the entire community for food, fun, and entertainment. Last year the Wellness, Summer and Winter Festivals had separate agreements. For the 2025 festivals it is suggested that one contract be crafted for each type of festival: the 2025 Health and Wellness Festival, the four (4) Summer festivals, and the Winter Festival. Since it did not attract the anticipated crowd, it has been determined that the Beer Garden will not be offered at the 2025 festivals.

### **ATTACHMENTS**

1. DRAFT 2025 Elite Special Events Contract – Wellness Festival
2. DRAFT 2025 Elite Special Events Contract – Summer Festivals
3. DRAFT 2025 Elite Special Events Contract – Winter Festival

**ROSSMOOR COMMUNITY SERVICES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**ELITE SPECIAL EVENTS, INC.**  
**HEALTH & WELLNESS FESTIVAL**  
**2025**

**1. PARTIES AND DATE.**

This Professional Services Agreement is made and entered into this **11<sup>th</sup> day of February, 2025** (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

District desires to engage Contractor to organize and promote a health and wellness festival that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on **May 10, 2025** (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on **May 12, 2025**, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Contractor.**

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

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

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

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

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

### 3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

### 3.2.5.2 Insurance Provisions.

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

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

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

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

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

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

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

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

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance



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

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

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

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

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

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

### **3.3 Fees and Payments.**

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

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

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

### **3.4 General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
[name]  
General Manager

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

**ELITE SPECIAL EVENTS, INC.**

By: \_\_\_\_\_  
Ted Holcomb  
President

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

**APPROVED AS TO FORM FOR DISTRICT**

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

## Exhibit "A"

### SCOPE OF SERVICES FOR 2025 HEALTH AND WELLNESS FESTIVAL



**Elite Special Events, Inc**  
11278 Los Alamitos Blvd #101  
Los Alamitos, Ca 90720  
(562) 799-7737

- 1. Duration** – The PROMOTER will organize a Health and Wellness Festival that will take place at Rush Park on May 10, 2025 from 11-4pm.
- 2. Exclusivity** – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote these Health and Wellness events at this venue during the times and date listed above and will have exclusivity on renting space to vendors, providing carnival, entertainment and promoting the Events. DISTRICT retains the right to also promote the Events and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Events by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.
- 3. Promoter's Duties** – The PROMOTER shall be responsible for all duties pertaining to the shows at the Events which includes renting space to Food Trucks, health industry related vendors, and local businesses, Organizing the carnival area and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, and carnival area equipment. PROMOTER will also promote and advertise the Event. Carnival and stage will be subsidized by RCSD through their sponsorships. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment from 11-4pm.
- 4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public restroom. District may contribute towards promotion of the event including free kids zone, silent disco, DJ and banners.
- 5. Compensation** – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors, local businesses. PROMOTER shall be responsible for paying for all of the expenses not listed in previous paragraph. District may obtain sponsors for the event and keep 100% of the income. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events.
- 6. Maintenance** – Elite and RCSD will team up to clean park. RCSD will have staff to open bathrooms and clean and provide trash receptacles with bags throughout the event.

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
ELITE SPECIAL EVENTS, INC.  
FAMILY FESTIVAL 2025**

**1. PARTIES AND DATE.**

This Professional Services Agreement is made and entered into this **11th day of February, 2025** (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

District desires to engage Contractor to organize and promote four family festivals that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on **June 14, July 12, Aug 9 and September 13, 2025** (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on **September 14, 2025**, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Contractor.**

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

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

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

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

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



3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

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

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

3.2.5.2 Insurance Provisions.

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

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

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

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

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

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

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

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance

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

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

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

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

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

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

Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to District for review.

### **3.3 Fees and Payments.**

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

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

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

### **3.4 General Provisions.**

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

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents,

approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

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

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

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

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

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

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity

provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises

with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

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

SIGNATURE PAGE FOLLOWS.

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**ELITE SPECIAL EVENTS, INC.**

By: \_\_\_\_\_  
[name]  
General Manager

By: \_\_\_\_\_  
Ted Holcomb  
President

**APPROVED AS TO FORM FOR DISTRICT**

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



Exhibit "A"

SCOPE OF SERVICES



**Elite Special Events, Inc**  
11278 Los Alamitos Blvd #101  
Los Alamitos, Ca 90720  
(562) 799-7737

**1. Duration** – The PROMOTER will organize four family festivals that will take place at Rush Park once per month during the summer on the following dates: **June 14, July 12, Aug 9, and Sept 13, 2025** (the "Events"). The hours of the Events will be from 3-8pm.

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

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

**4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public bathroom and clean after event. DISTRICT will be responsible for hiring one headline group for stage that would play from 6:30-8:00pm.

**6. Compensation** – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors and sponsors, and selling tickets. PROMOTER shall be responsible for paying for all of the expenses of the shows. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events.

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
ELITE SPECIAL EVENTS, INC.  
WINTER FESTIVAL 2025**

**1. PARTIES AND DATE.**

This Professional Services Agreement (“Agreement”) is made and entered into this **11<sup>th</sup> day of February, 2025** (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

District desires to engage Contractor to organize and promote one food truck Winter Festival that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on **December 13, 2025** (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on **December 14, 2025**, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Contractor.**

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

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

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

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

3.2.5.1 Minimum Requirements.

(A) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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3.2.5.2 Insurance Provisions.

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

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

(C) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

(I) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the District with a thirty (30) day notice of cancellation (except for

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

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

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

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

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

### **3.3 Fees and Payments.**

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

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

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

### **3.4 General Provisions.**

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

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

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

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

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814  
Attn: [name], General Manager

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

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

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

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

3.4.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,



privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

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

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

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

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code

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

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

SIGNATURE PAGE FOLLOWS.

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
[name]  
General Manager

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

**ELITE SPECIAL EVENTS, INC.**

By: \_\_\_\_\_  
Ted Holcomb  
President

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

**APPROVED AS TO FORM FOR DISTRICT**

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

Exhibit "A"

SCOPE OF SERVICES



**Elite Special Events, Inc**  
11278 Los Alamitos Blvd #101  
Los Alamitos, Ca 90720  
(562) 799-7737

**1. Duration** – The PROMOTER will organize one food truck festival that will take place at Rush Park once during the winter on the following date: December 13, 2025 (the "Event"). The hours of the Event will be from 4-8pm.

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

**3. Promoter's Duties** – The PROMOTER shall be responsible for all duties pertaining to the shows at the Event which includes renting space to Food Trucks, vendors, and local businesses, Organizing the carnival area, and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, and carnival area equipment. PROMOTER will also promote and advertise the Event. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment from 4-8pm.

**4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event date and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at Event. DISTRICT will provide maintenance to assist in cleaning after the Event. DISTRICT will provide public bathroom and clean after Event. DISTRICT will be responsible for hiring one headline group for stage that would play from 6:30-8:00pm.

**6. Compensation** – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors and local businesses. PROMOTER shall be responsible for paying for all of the expenses of the shows. District will obtain enough sponsors to cover cost of the headline band for the Event. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events.

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM G-6**

**Date:** February 11, 2025

**To:** Honorable Board of Directors

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND POSSIBLE ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR CONTRACT EXTENSION WITH CITY OF BREA/IT.

### **RECOMMENDATION**

At their meeting February 4, 2025, the Personnel and Contracts Administration Committee reviewed and discussed the current terms of our IT service agreement and is recommending a one-year contract extension. It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and approve a contract extension with Brea/IT Solutions (Brea/IT) to maintain the District's computer system and equipment.

### **BACKGROUND**

Brea/IT Solutions (Brea/IT) provides Rossmoor Community Services District (RCSD) with remote support at a flat monthly rate fee of \$2,000, (\$24,000 annually), which includes unlimited remote support plus (5) hours of dedicated on-site support per month as needed (during normal Brea work hours). Additional onsite hours, if needed, are provided at an hourly rate of \$126.55. Unscheduled after hours and emergency support are provided at the emergency call out rate of \$137.00.

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

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

## **INFORMATION**

The City of Brea/IT is requesting a one-year contract extension which includes amended compensations to account for an 8% increase in fees, totaling \$2,160 monthly/\$25,920 annually, to become effective July 1, 2025. The contract has been drafted and approved by RCSD's counsel. Staff has determined that Brea's rate is reasonable and within budget.

Below is a list of items that were implemented within the last year to assist staff and provide stronger security for the RCSD:

1. Replaced old, outdated firewall with a next generation firewall.
  - This provides stronger security from attacks, while allowing protected remote access to the network through a secure VPN.
  - Also allowed us to provide better WiFi service
2. Replaced old data backup hardware and software, with a new storage device and backup software
  - Backups were no longer running with the old solution
3. Upgraded staff computers
4. Resolved the longstanding issue with non-internet access at the Rossmoor Park building
  - Purchased a cellular signal booster kit, to increase the internet speed
5. Replaced old uninterrupted power source (UPS) for servers
6. Installed Multi Factor Authentication (MFA) for logging onto the network. This was at the top of the list for cybersecurity protection
7. Upgraded endpoint computer virus software to a top tier solution

## **ATTACHMENTS**

1. Extension Letter of Request
2. DRAFT Contract Service Agreement for Information Technology Support

January 29, 2025

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

Dear Joe,

The City of Brea appreciates the opportunity to serve as your trusted IT support services provider and value the relationship we've built with your organization over the past several years. It is with due diligence and in the spirit of transparency that we want to inform you of an upcoming rate adjustment.

Effective July 1 2025, there will be a rate increase of 8% applied to our IT support services. This reflects a monthly remote support fee increase to \$2,160 a month or \$25,920 annually, assuming there are no additional hours needed. Your monthly service will continue to include (5) hours of as needed onsite support per month. The rate for monthly onsite hours beyond the allotted amount will also be increasing to \$137.00 per hour and the emergency/after-hour support rate will increase to \$148.00 per hour.

We understand that any increase in cost requires thorough consideration, and we want to assure you that Brea has carefully reviewed all cost related items. The adjustment reflects several factors that have impacted our operational costs:

- 1. Increase in Staff Salaries and Retirement Costs:** To maintain the high level of expertise and dedication that you have come to expect from us, salary increases from negotiated Memorandum of Understanding (MOU) contracts have been adjusted accordingly. This ensures that our team remains motivated and committed to delivering exceptional service tailored to your specific needs. Like most agencies, we have also been impacted by the increasing PERS costs.
- 2. Rising Cost of Insurance Coverage:** The landscape of cybersecurity threats is constantly evolving, and as a result, the cost of insurance coverage, particularly cyber insurance, has risen significantly. Your protection and peace of mind are of utmost importance, and we are committed to maintaining comprehensive coverage to safeguard your assets and data against potential risks.
- 3. Investing in our Clients:** This increase also reflects the investments we have made in providing better management tools for our staff and enhancing the security for our clients.

We believe that the value we deliver through our services continues to exceed the planned increase, and we remain committed to delivering the highest quality support to meet your agency's continuing and evolving needs.

If you have any questions or concerns regarding this rate adjustment or if you would like to discuss how we can further tailor our services to align with your objectives, please do not hesitate to contact us. We look forward to continuing our relationship and working collaboratively to meet your Information Technology needs.

Sincerely,



Kristin Griffith  
Interim City Manager/Director of Administrative Services

City of Brea • 1 Civic Center Circle, Brea, California 92821 • BreaIT.com

**SEVENTH AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR  
INFORMATION TECHNOLOGY SUPPORT**

This SEVENTH AMENDMENT TO CONTRACT SERVICE AGREEMENT ("Seventh Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between ROSSMOOR COMMUNITY SERVICES DISTRICT ("Client") and CITY OF BREA, a municipal corporation ("Contractor"). Hereinafter the Client and Contractor may be referred to as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, on or about May 13, 2014 the Client and the Contractor entered into that certain Contract Services Agreement for Information Technology Support ("Agreement");

WHEREAS, on or about May 13, 2017 the Client and the Contractor entered into that certain Amendment to Contract Service Agreement for Information Technology Support;

WHEREAS, the terms of the Amended Agreement provided that upon completion of three (3) years after its commencement, the Agreement automatically terminates;

WHEREAS, on or about May 12, 2020, the Client and the Contractor did enter into that certain Second Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, on or about May 11, 2021, the Client and the Contractor did enter into that certain Third Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, on or about May 8, 2022, the Client and the Contractor did enter into that certain Fourth Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, on or about May 9, 2023, the Client and the Contractor did enter into that certain Fifth Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, on or about May 14, 2024, the Client and the Contractor did enter into that certain Sixth Amendment to the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified therein;

WHEREAS, the Client and the Contractor are desirous of extending the term of the Agreement for one (1) additional year under the same terms as those set forth under the Agreement and as modified herein;



WHEREAS, the Parties also wish amend the compensation provisions of the Agreement pursuant to the provisions of this Seventh Amendment, which amended compensation provisions shall become effective on July 1, 2025.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section B.1 of the Agreement entitled "Term" shall be amended in its entirety to add the following provision to read as follows:

Section B.1 Term. The term of this Agreement shall be extended for an additional (1) year ending on May 14, 2026 unless extended or earlier terminated, as provided herein. This Agreement may be extended by Client and Contractor for an additional one-year term, subject to all provisions herein.

2. Effective July 1, 2025, Section B.2 of the Agreement entitled "Compensation" shall be amended to reflect a 8% increase in the monthly compensation and additional specialist and emergency call out hourly rates as follows in **bold** text:

Section B.2 Compensation. As consideration for the use of Contractor's services, Rossmoor Community Service District shall pay to Contractor a fee of **\$2160.00** per month which shall be payable upon receipt of invoice for said services from Contractor. The rates are subject to review and modification annually as may be agreed between the Parties in writing. In exchange for the base monthly fee, Contractor will provide Client unlimited remote desktop and network support and, not to exceed five (5) hours per month (as needed) onsite support for the following identified services:

- a) Desktop Support includes setup, maintenance and troubleshooting of all computers. Network Support consists of servers and network infrastructure hardware setup, maintenance and troubleshooting, including coordination with third-party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- b) Specialist work for computer issues include hardware and standard software support, as well as simple and routine network maintenance and troubleshooting. Specialist work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereof by reference. Account Manager work is a component of administrating the agreement and scheduling Specialists work. Account Manager work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereto by reference.
- c) Telephone support via Contractor's telephone hotline (714-990-7777) is available to Client as a condition of this Agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 a.m.

to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays).

- d) Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of **\$137.00** per hour. Emergency call-Out, holidays and off-hours support will be billed at **\$148.00** per hour with a two hour minimum. Hourly rates are subject to modification annually as may be agreed between the Parties in writing.
- e) Client agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. Client agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date.

3. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.

4. Corporate Authority. The persons executing the Agreement on behalf of duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment, and (iv) the entering into the Agreement does not violate any provision of any other agreement to which the Party is bound.

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

CITY OF BREA

\_\_\_\_\_  
William Gallardo  
City Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Joe Mendoza  
General Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Tarquin Preziosi  
General Counsel  
Rossmoor Community Services District

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM H**

**Date:** February 11, 2025  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** GENERAL MANAGER ITEMS

#### **RECOMMENDATION**

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

#### **INFORMATION**

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

1. **OCTA INFORMATION** – Staff has been in contact with OCTA regarding the clearing of brush and debris along the neighboring freeway. Several questions were asked and answered regarding jurisdiction:
  - a. When will jurisdiction of this area transition from OCTA/OC405 Partners back to CalTrans?
    - i. **The target is mid to late 2025.**
  - b. While under OCTA/OC405 Partners jurisdiction, where can complaints and comments be directed?
    - i. **The best way is to email [405project@octa.net](mailto:405project@octa.net)**
  - c. Once transitioned to Caltrans, where can complaints and comments be directed:
    - i. **There is an online Caltrans Service Request form linked here: <https://csr.dot.ca.gov/>**

In addition, Calina North, OCTA's Outreach Project Manager, will be conducting a Community Outreach Meeting on Saturday March 29<sup>th</sup> – 9 a.m.-11 a.m. in the Rush Park Auditorium. The purpose of the meeting is to reintroduce the project to the Rossmoor Community and present information on the I-605/Katella Avenue Interchange project ahead of construction starting, as well as to provide an opportunity for the community to ask questions. Information will be shared regarding the project overview, construction activities and impacts, and how to stay informed.

2. **ROSSMOOR PARK PICNIC SHELTER PROJECT** – The project is in OC Plan Check and will be reviewed by February 20, 2025. The bid package will be sent out to contractors on March 3, 2025 with a March 14, 2025 deadline for submittals. The structure will be ordered as soon as Orange County approves the plans. It is anticipated that it will take 6-8 weeks to receive the building materials. The projected completion of the project is approximately May 30, 2025.
3. **RUSH PARK EAST ROOM UPGRADE** – The meeting room at Rush Park has been upgraded with acoustical sound panels. The room has always had echo challenges since the walls are brick. The result is a huge success. The East room is used by numerous renters for meetings, dance classes, church youth groups, athletic coaches' meetings, and trainings as well as RCSD Committee meetings. It is anticipated that additional rental requests will increase.
4. **FEMA COVID RELIEF GRANT** – The anticipated FEMA Grant in the amount of \$19,967.37 has been submitted and approved. The funds have been suspended by a Temporary Restraining Order by order of the President of the United States. Staff will monitor and keep the board informed.
5. **Outdoor Surveillance Park Cameras** – Staff has installed surveillance cameras at both Rush and Rossmoor Parks. This pilot program is being evaluated with the California Joint Powers Insurance Authority and will address legal risks and best practices. If this program is successful, a new policy will be drafted and signage will be posted.
6. **Shakespeare by the Sea** – Staff is working with the Shakespeare by the Sea group to schedule 2025 performances and associated costs that will be presented to the Board.
7. **Farmers Market** – The contract with Enriched Farms/Avanti Harvest expires May 8, 2025. At their meeting on February 4, 2025 a request was made by the Personnel and Contracts Administration Committee to set up a meeting with a Farmers Market representative to discuss the future of the Farmers Market and possible programming changes.

## **ATTACHMENTS**

None