



## **AGENDA**

### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

#### **PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING**

**RUSH PARK  
AUDITORIUM – WEST ROOM  
3021 Blume Drive  
Rossmoor, California 90720**

**Tuesday, February 4, 2025  
6:00 p.m.**

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#### **A. ORGANIZATION**

1. CALL TO ORDER: 6:00 p.m.
2. ROLL CALL: Directors Shade and Remnet
3. PLEDGE OF ALLEGIANCE

#### **B. PUBLIC FORUM**

*Any person may address the members of the Personnel and Contract Administration Committee at this time upon any subject within the jurisdiction of the Personnel and Contract Administration Committee of the Rossmoor Community Services District. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting.*

#### **C. REGULAR CALENDAR**

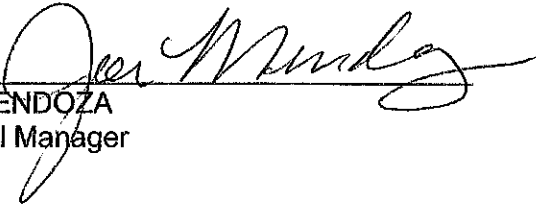
1. DISCUSSION REGARDING PROPOSALS FOR ACCOUNTING SERVICES
2. DISCUSSION REGARDING CONTRACT RENEWAL FOR BEAU BERGLUND, TENNIS INSTRUCTOR
3. DISCUSSION AND REVIEW OF LANDCARE USA, LLC CONTRACT EXTENSION
4. DISCUSSION REGARDING CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2025 ROSSMOOR FESTIVALS
5. DISCUSSION REGARDING CONTRACT RENEWAL FOR CITY OF BREA IT
6. DISCUSSION REGARDING CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST INC.

#### **D. ADJOURNMENT**

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the February 4, 2025, 6:00 p.m. Personnel and Contract Administration Committee of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:

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

Date 1/31/2025

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM C-1**

**Date:** February 4, 2025

**To:** Personnel and Contract Administration Committee  
Jo Shade, Chair  
Mary Ann Remnet

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION REGARDING PROPOSALS FOR ACCOUNTING SERVICES

### **RECOMMENDATIONS**

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and discuss submittals from firms wishing to be considered to provide general financial and accounting advisory services for the RCSD through a Professional Services Agreement (PSA); and

It is also recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee take action to forward a recommendation to the RCSD Board of Directors for approval to enter a professional services contract 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) Personnel and Contract Administration Committee recommend to the RCSD Board of Directors 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 been interviewing 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. Proposal for Financial Services from Platinum Strategies Inc.
2. Current contract with Government Financial Services
3. CSDA Recommended Vendor List





January 5, 2024

Joe Mendoza  
General Manager

Rossmoor Community Services District  
3001 Blume Drive  
Rossmoor, CA 90720

Dear Mr. Mendoza,

This letter outlines the understanding of the terms and objectives of the consulting engagement between Platinum Strategies, Inc (PSI) and Rossmoor Community Services District (District) becoming effective on January 14, 2025.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

### **Scope of Work**

We will provide accounting and bookkeeping assistance to your staff in connection with the District's monthly account reconciliations for the above-mentioned year from the information furnished to us by you and your employees. Please see the attached Statement of Work further detailing the work we will prepare for the District

We will not assume management responsibilities on behalf of District. District's management understands and agrees that any advice or recommendation we may provide in connection with our engagement are solely to assist management in performing its responsibilities.

District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the



adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise DISTRICT with regard to tax positions taken in the preparation of the tax return, but DISTRICT must make all decisions with regard to those matters.

#### **Other**

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we will only provide confidential engagement documentation to you via PSI's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of your financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we





cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Josh Byerrum is the engagement partner for the services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to approve release of the financial statements.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such documentation will be provided under the supervision of PSI personnel.

Furthermore, upon request, we may provide copies of selected documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

We may use third party service providers and/or affiliated entities (including Microsoft SharePoint) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for PSI to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. PSI's confidential information includes our documentation for this engagement. Our engagement documentation shall at all times remain the property of PSI. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the completion of our preparation of the financial statements.

We agree to retain our documentation or work papers for a period of at least eight years from the date of the completion of our financial statement preparation procedures.



## **MEDIATION**

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Rancho Cucamonga, CA. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

## **INDEMNITY**

You agree that none of PSI, its partners, affiliates, officers or employees (collectively "PSI") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold PSI harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

## **LIMITATION OF LIABILITY**

The exclusive remedy available to you for any alleged loss or damages arising from or related to PSI's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by PSI's breach of this agreement or PSI's violation of applicable professional standards. In no event shall PSI's aggregate liability to you exceed two times fees paid under this agreement, nor shall PSI ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

## **TIME LIMITATION**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the agreed-upon procedure report.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.





## GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in Rancho Cucamonga, California.

## 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.

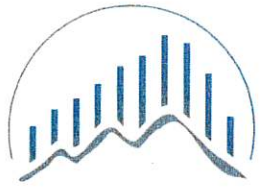
Staff Level	Hourly Rate
Partner	\$200
Payroll Specialist	\$175
Associate	\$100

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before the financial statement preparation procedures are, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

## ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against PSI to any person.



# PLATINUM STRATEGIES INC.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our preparation of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Josh Byerrum, CPA  
Partner

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of DISTRICT by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## 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





**References:**

Carmen Corona  
Finance & Administration Manager  
San Gabriel County Water District  
626-287-0341  
[Ccorona@sgvcwd.com](mailto:Ccorona@sgvcwd.com)

Steve Lenton  
General Manager  
Bellflower Somerset Mutual Water Company  
562-866-9980  
[slenton@bsmwc.com](mailto:slenton@bsmwc.com)

Ray Kolisz  
Director of Operations  
Joshua Basin Water District  
(Former General Manager of Twentynine Palms Water District)  
760-219-1544

Tamara Alaniz  
General Manager  
Brooktrails Township Community Services District  
707-459-2494  
[tamaraa@btcsd.org](mailto:tamaraa@btcsd.org)

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

THIS AGREEMENT is made and entered into on September 13, 2022 by the Rossmoor Community Services District, a Community Services District (hereinafter referred to as "DISTRICT") and Governmental Financial Services (hereinafter referred to as "CONTRACTOR") with the principal place of business at 3972 Barranca Parkway, Suite J411, Irvine, CA 92606 with said CONTRACTOR'S business license issued in Irvine, California. 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 October 11, 2022, and shall remain in effect until October 10, 2024.

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 generally provide services to the DISTRICT on Wednesdays. If CONTRACTOR has a conflict on a Wednesday, CONTRACTOR will arrange alternate dates with the DISTRICT. CONTRACTOR agrees to provide the following services:

- (a) Prepare a brief one-page step-by-step process to print a check (after learning the process from the District).
- (b) Process accounts payable twice per month using backup provided by the District including approval to pay. Payments will be processed on the District's financial system.
- (c) Prepare a list of monthly warrants for the Board by the tenth of the following month.
- (d) Reconcile the bank account monthly.
- (e) Prepare monthly financial summary reports for the Board within two months of month end.
- (f) Assist with the annual audit.
- (g) Assist with the preparation of the annual budget.
- (h) Attend Board Meetings approximately four times per year (most will be Budget Hearings).
- (i) The DISTRICT represents that they have fully implemented Black Mountain Software. The DISTRICT will need to show CONTRACTOR how this system operates and interfaces with other software. CONTRACTOR will not provide any conversion services under the fixed monthly fee of this agreement.
- (j) No investment advice or investment services will be provided.
- (k) No decisions or approvals of the CONTRACTOR will be valid. DISTRICT staff must make all decisions and approvals.
- (l) No staff supervision or directions will be valid. Any CONTRACTOR suggestions can only be deemed a suggestion from the public or someone from another agency. DISTRICT staff must supervise and direct DISTRICT staff.

##### **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 shall provide the services described in this Agreement regarding accounting services and shall be compensated at a flat monthly rate of six-thousand dollars (\$6,000.00). This rate will be prorated based on the start and end dates of commencement of services under Agreement. Total compensation under this Agreement shall not exceed seventy-two thousand dollars (\$72,000.00) per year without prior authorization of the DISTRICT's Board of Directors.

### **6.1 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. Extra Work, if approved, shall be charged at a rate of \$155 per hour. Any Extra Work totaling more than \$5,000.00 per calendar year shall require prior approval of the Board of Directors.

## **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

CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- (a) Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors in the amount of one hundred thousand dollars (\$100,000.00) per occurrence; and
- (b) CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).
- (c) Professional liability insurance in the amount of one million dollars (\$1,000,000.00).

DISTRICT understands that the CONTRACTOR's insurance will not permit the DISTRICT to be a named additional insured party.

## 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 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.



#### 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:** Governmental Financial Services  
3972 Barranca Parkway, #J411  
Irvine, CA 92606  
Attn: Michael Matsumoto  
email: [Mike-GFS@hotmail.com](mailto:Mike-GFS@hotmail.com)

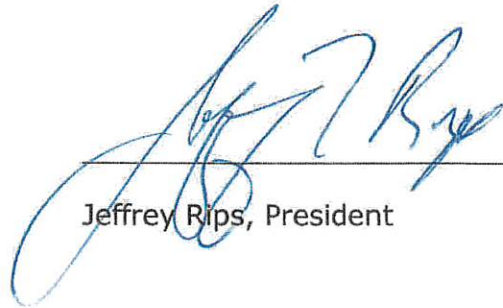


**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814  
Attn: Joe Mendoza, General Manager

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: 9/13/2022

  
\_\_\_\_\_  
Jeffrey Rips, President

**CONTRACTOR**

Dated: 9/13/2022

  
\_\_\_\_\_  
Governmental Financial Services

**FIRST AMENDMENT TO PROFESSIONAL CONSULTING SERVICES  
AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND  
GOVERNMENTAL FINANCIAL SERVICES FOR CONSULTING SERVICES  
RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT'S  
FINANCIAL ACTIVITIES**

**2024-2025**

This FIRST AMENDMENT to Professional Consulting Services Agreement ("First Amendment") is made and entered into this 8<sup>th</sup> day of October 2024, by and between Rossmoor Community Services District ("DISTRICT") and Governmental Financial Services ("CONTRACTOR"). Hereinafter the DISTRICT and CONTRACTOR may be referred to as "PARTY" or collectively as "PARTIES."

**RECITALS**

WHEREAS, on or about September 13, 2022, the DISTRICT and the CONTRACTOR entered into that certain Contract Services Agreement for Consulting Services Related to the Effectiveness and Efficiency of the District's Financial Activities ("Agreement");

WHEREAS, the terms of the Agreement provided that the Agreement was to become effective on October 11, 2022, and would remain in effect until October 10, 2024; and

WHEREAS, the DISTRICT and the CONTRACTOR are desirous of extending the term of the Agreement for approximately four and a half (4 1/2) months under the same terms as those set forth under the Agreement and as modified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Article 1 of the Agreement entitled "Term and Effective Date of Agreement" shall be amended in its entirety to read as follows:

**ARTICLE 1**

**TERM AND EFFECTIVE DATE OF AGREEMENT**

1.0 This Agreement became effective on October 11, 2002, and shall remain in effect until February 28, 2025, unless extended or earlier terminated, as provided herein.

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

Except as otherwise provided above, all of the provisions of the Agreement between DISTRICT and CONTRACTOR effective October 11, 2022, shall remain in full force and effect.

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

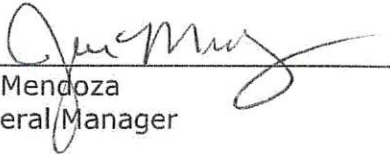
GOVERNMENTAL FINANCIAL SERVICES



Michael Matsumoto  
DBA Governmental Financial Services

Date: 16-OCT-2024

ROSSMOOR COMMUNITY SERVICES DISTRICT



Joe Mendoza  
General Manager

Date: 16-OCT-2024

APPROVED AS TO FORM



Tarquin Preziosi  
General Counsel  
Rossmoor Community Services District

Date: 10-16-2024

Company Name	Phone2	Phone3	Website	Address1	Address2	Address3	City	State/Province	PostalCode
Bartlett, Pringle & Wolf, LLP	(805) 963-7811	(888) 963-7811	<a href="http://www.bpw.com">www.bpw.com</a>	1123 Chapala Street			Santa Barbara	CA	93101
Brown Armstrong Accountancy Corporation	(661) 324-4971	(626) 375-3600	<a href="http://www.bacpas.com">www.bacpas.com</a>	4200 Truxtun Avenue, Suite 300			Bakersfield	CA	93309
Eadie + Payne, LLP	(951) 241-7800		<a href="http://www.eadiepaynellp.com">www.eadiepaynellp.com</a>	3880 Lemon Street, Suite 300			Riverside	CA	92501
Fechter & Company, Certified Public Accountants	(916) 333-5360		<a href="http://www.fechtercpa.com">www.fechtercpa.com</a>	1870 Avondale Avenue Suite 4			Sacramento	CA	95825
Maze & Associates	(925) 930-0902		<a href="http://www.mazeassociates.com">www.mazeassociates.com</a>	3478 Buskirk Avenue #215			Pleasant Hill	CA	94523
McIntosh CPA			<a href="http://www.rmciintoshcpa.com">www.rmciintoshcpa.com</a>	2385 NW Executive Center Dr Suite 100			Boca Raton	FL	33431
MUN CPAs, LLP	(916) 929-0540		<a href="http://www.muncpas.com">www.muncpas.com</a>	1760 Creekside Oaks Drive, Suite 160			Sacramento	CA	95833
Nigro & Nigro, PC	(951) 698-8783		<a href="http://www.nncpas.com">www.nncpas.com</a>	25220 Hancock Avenue, Suite 400			Murrieta	CA	92562
Platinum Strategies Inc	(714) 403-4523		<a href="http://www.platinumstrategiesinc.com">www.platinumstrategiesinc.com</a>	396 S California Ave. #203			West Covina	CA	91793
Rogers, Anderson, Malody & Scott, LLP	(909) 889-0871		<a href="http://www.ramscpa.net">www.ramscpa.net</a>	735 E. Carnegie Drive, Suite 100			San Bernardino	CA	92408
Vasquez & Company LLP	(213) 873-1703		<a href="http://www.vasquezcpa">www.vasquezcpa</a>	655 N. Central Ave., Ste 1550			Glendale	CA	91203

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM C-2**

**Date:** February 4, 2025

**To:** Personnel and Contract Administration Committee  
Jo Shade, Chair  
Mary Ann Remnet

**From:** General Manager Joe Mendoza

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

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and approve terms for a new two-year Professional Services Agreement (PSA) with tennis instructor Beau Berglund that General Counsel will then prepare; and make their recommendation for approval of the new two-year PSA to the RCSD Board of Directors. Term changes to include an increase in court rental fees and the possibility of initiating a cancellation fee of \$8.00, down from \$17.00, with a 24-hour notice.

**BACKGROUND**

Tennis Instructor Beau Berglund began providing tennis instruction at Rossmoor Park in October 2017. In March 2021, the RCSD Board of Directors approved a Professional Services Agreement (PSA) with Beau Berglund for two years (ending March 8, 2023). On March 10, 2023 the contract was renewed for two (2) years expiring March 9, 2025.

**FISCAL IMPACT**

The current PSA outlines the compensation paid by Mr. Berglund to the District per lesson court hour based on his contract anniversary dates. Therefore, the following rates are recommended: beginning with the commencement of the new PSA (March 10, 2025) through March 9, 2027: March 10, 2025 the rate of \$17.00 per lesson/or court hour will be assessed; beginning March 10, 2026, to March 9, 2027, the fee of \$17.50 per lesson/or court hour will be assessed. These fees are competitive with surrounding tennis programs in other agencies. Part of our discussion will include monitoring and auditing court time.

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. RCSD Professional Services Agreement with Beau Berglund, March 10, 2023

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 10th day of March, 2023 ("Effective Date") by and between the Rossmoor Community Services District, a public agency ("District") and Beau Berglund, an individual and tennis professional ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**RECITALS**

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

## 7. Insurance.

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, fifteen dollars and fifty cents (\$15.50) per hour from the Effective Date through March 11, 2023, and sixteen dollars and fifty cents (\$16.50) per hour commencing March 11, 2024 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 twenty dollars (\$17.50) per hour from the Effective Date through March 10, 2025.

(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 Sheriff'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

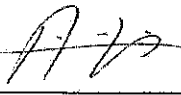
Dated:

2/3/2023

Dated:

2/3/2023

**APPROVED AS TO FORM FOR DISTRICT**

By:   
Tarquin Preziosi  
General Counsel

Date: 2-3-2023

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM C-3**

**Date:** February 4, 2025

**To:** Personnel and Contract Administration Committee  
Jo Shade, Chair  
Mary Ann Remnet

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION AND REVIEW OF LANDCARE USA, LLC CONTRACT EXTENSION

#### **RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee direct the General Manager to move forward with exercising the first of two (2) two-year extensions commencing April 1, 2025, for Professional Landscape and Lawn Care Maintenance Services with Landcare USA, LLC. The contract extension agreement will be subject to review and approval 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. 2024 Agreement with Landcare
2. Confirmation of Landcare's acceptance of 3% increase for FY 25/26 and FY 26/27

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

This Professional Services Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of April, 2024, 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.”

**1. RECITALS.**

**1.1 Contractor.**

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

**1.2 Project.**

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

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

**2. SCOPE OF SERVICES AND TERM.**

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

**2.2 Term.** The initial term of this Agreement shall be for a period not exceeding one year from April 1, 2024 (the “Effective Date”), unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. This Agreement may be extended for two, two



year extended terms, by mutual written consent of the parties at least 30-days prior to the expiration of the initial or extended term and subject to a mutually agreed upon price adjustment.

### 3. RESPONSIBILITIES OF CONTRACTOR.

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

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

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

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

necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

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

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

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

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

### 3.9 Insurance.

3.9.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the

Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

#### 4. FEES AND PAYMENTS.

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

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

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

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

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

costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**5. GENERAL PROVISIONS.**

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

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

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

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

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

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

5.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920 *et*

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

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

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

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

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

5.9 Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

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

5.17 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate

description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

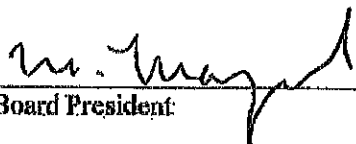
5.19 The Individuals Signing this Agreement. The individuals signing this Agreement represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

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

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

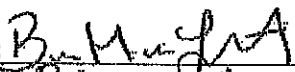
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By:   
Board President

Date: 3.22.24


**LANDCARE USA, LLC**

By:   
Name: Briana Dachtmet  
Title: Account Manager


Date: 3-19-24



LANDCARE USA, LLC

By:  \_\_\_\_\_ Date: 3/19/2024  
Name: Alex Ryan  
Title: Market Vice President

APPROVED AS TO FORM FOR DISTRICT

By:  \_\_\_\_\_ Date: 3-22-24  
General Counsel, Tarquin Preziosi

**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**

### LANDSCAPE MANAGEMENT ANNUAL SCHEDULE

#### SERVICES

- Maintenance Visit
- Irrigation Checks
- Turf Application - March
- Turf Application - June
- Turf Application - Sept
- Turf Application - December

SUBTOTAL	\$79,980.00
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$79,980.00</b>



Landscape Management Agreement



**PAYMENT SCHEDULE**

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$6,665.00	\$0.00	\$6,665.00
May	\$6,665.00	\$0.00	\$6,665.00
June	\$6,665.00	\$0.00	\$6,665.00
July	\$6,665.00	\$0.00	\$6,665.00
August	\$6,665.00	\$0.00	\$6,665.00
September	\$6,665.00	\$0.00	\$6,665.00
October	\$6,665.00	\$0.00	\$6,665.00
November	\$6,665.00	\$0.00	\$6,665.00
December	\$6,665.00	\$0.00	\$6,665.00
January	\$6,665.00	\$0.00	\$6,665.00
February	\$6,665.00	\$0.00	\$6,665.00
March	\$6,665.00	\$0.00	\$6,665.00
	<b>\$79,980.00</b>	<b>\$0.00</b>	<b>\$79,980.00</b>

**LandCare Branch Information**

Account Manager: Bree Lashmet  
Email Address: briana.lashmet@landcare.com  
Primary Phone: \_\_\_\_\_

**Customer Information**

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

Billing Contact: \_\_\_\_\_  
Billing Phone: \_\_\_\_\_  
Billing Email: \_\_\_\_\_



Carolyn Whang

**From:** Joe Mendoza  
**Sent:** Friday, January 31, 2025 3:04 PM  
**To:** Carolyn Whang  
**Subject:** FW: Rossmoor 2025 Landscape Maintenance Renewal

**Joe Mendoza**

General Manager  
Rossmoor Community Services District



3001 Blume Drive  
Rossmoor, CA 90720  
Ph: 562-430-3707 x103  
Email: [jmendoza@rossmoor-csd.org](mailto:jmendoza@rossmoor-csd.org)  
Website: <http://www.rossmoor-csd.org>

This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

**From:** Haroldsen, Tyler <tyler.haroldsen@LandCare.com>  
**Sent:** Friday, January 31, 2025 2:59 PM  
**To:** Joe Mendoza <JMendoza@rossmoor-csd.org>  
**Cc:** Omero Perez <OPerez@rossmoor-csd.org>; Zaragoza, Maritza <maritza.zaragoza@LandCare.com>  
**Subject:** RE: Rossmoor 2025 Landscape Maintenance Renewal

Hi Joe,

I agree to the 3% increase for the Rossmoor Landscape Maintenance Contract for the renewal in 2025, and then an additional 3% increase for the renewal in 2026.

I will send over revised contract agreements for both 2025 & 2026 renewals, showing 3% increases for both years' renewals.

Have a great weekend,

**LandCare**

Tyler Haroldsen, Branch Manager

ORANGE COUNTY NORTH

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM C-4**

**Date:** February 4, 2025

**To:** Personnel and Contract Administration Committee  
Jo Shade, Chair  
Mary Ann Remnet

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION REGARDING CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2025 ROSSMOOR FESTIVALS.

### **RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and recommend that the General Manager and District Counsel work to create contracts for Event Operation for the Rossmoor Festivals by and between Rossmoor Community Services District and Elite Special Events 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 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 festival: the 2025 Health and Wellness Festival, the four (4) Summer festivals, and the Winter Festival.

### **ATTACHMENTS**

1. 2024 Elite Special Events Contract – Wellness Festival
2. 2024 Elite Special Events Contract – Summer Festivals
3. 2024 Elite Special Events Contract – Winter Festival

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
ELITE SPECIAL EVENTS, INC.  
HEALTH & WELLNESS FESTIVAL  
2024**

**1. PARTIES AND DATE.**

This Professional Services Agreement is made and entered into this 9<sup>th</sup> day of April, 2024 (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

District desires to engage Contractor to organize and promote a health and wellness festival that will take place at Rush Park, located at 3021 Blume Dr., Rossmoor, CA 90720, on May 11, 2024 (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibits “A”, 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, 2024, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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

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

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

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

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

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

3.2.5.1 Minimum Requirements.

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

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

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

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

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

3.2.5.2 Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement 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 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  
3021 Blume Dr.  
Rossmoor, CA 90720  
Attn: Joe Mendoza, General Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By:   
Joe Mendoza  
General Manager

Date: 4/10/24

**ELITE SPECIAL EVENTS, INC.**

By:   
Ted Holcomb  
President

Date: 4/10/24

**APPROVED AS TO FORM FOR DISTRICT**

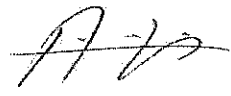
By:   
Tarquin Preziosi  
General Counsel

Exhibit "A"

SCOPE OF SERVICES  
FOR 2024 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 11 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.
- 3.5. **Provision of Alcohol** – No alcohol will be sold at this event.
4. **District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public 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.  
SUMMER FESTIVALS 2024**

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

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

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

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



### 3.2 Responsibilities of Contractor.

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

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

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

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

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

3.2.5.1 Minimum Requirements.

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

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

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

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

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

3.2.5.2 Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.3 Fees and Payments.

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

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

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

### 3.4 General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

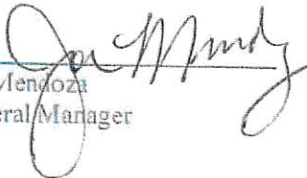


subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets,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

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

By:  Date: 4/1/2024  
Joe Mendoza  
General Manager

**ELITE SPECIAL EVENTS, INC.**

By:  Date: 4/1/24  
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 8, July 13, Aug 10, Sept 14 (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 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, a tap beer truck, 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, 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.

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

**4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and

**Exhibit "B"**  
**Tap Truck Proposal**



# Tap Truck Proposal

*Ted Holcomb- Elite Special Events*



\$4,000 - \$6,000

15% Sales Split

\$6,500 - \$8,000

18% Sales Split

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

20% Sales Split

## MENU

Mexican Lager

Hazy IPA

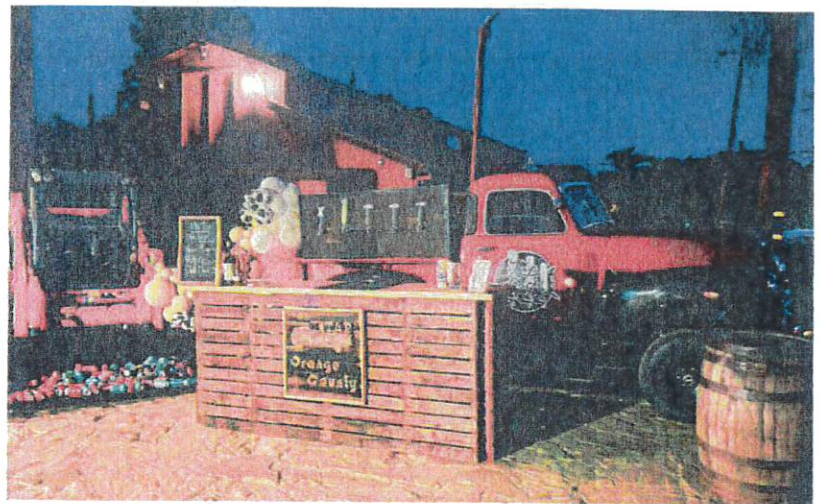
Amber Lager

Craft Seltzer

Wine Options

Pomegranate Margarita

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





# ABC Information

**Event Name/ Title:** Family Foodie Fest

**Event Host Name:** Ted Holcomb

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

**Day of Event Contact:** Ted Holcomb

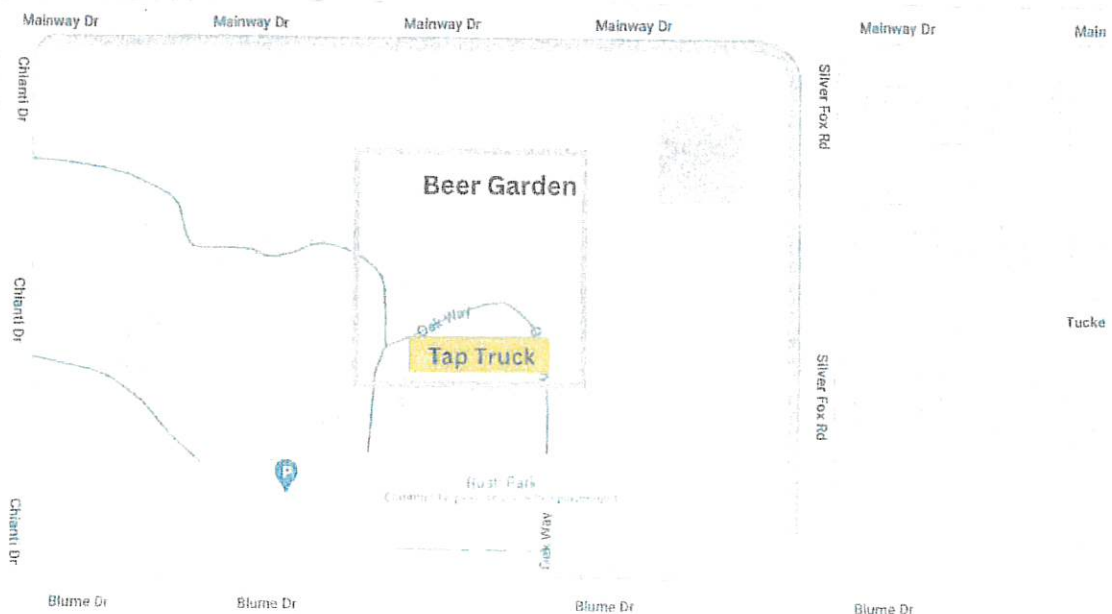
**Day of Event Contact Phone:** 310-560-9122

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

**Event Address:** 3021 Blume Dr. Rossmoor, CA 90720

**Map:** Event Space (see attached)

**Estimated Attendance (Beer Garden):** 900



**Tap Truck Orange County**

**949.922.5147**

**Exhibit "C"**  
**Site Plan**







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

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

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

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

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

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

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

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

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

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

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

3.2.5.1 Minimum Requirements.

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

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

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

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

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

3.2.5.2 Insurance Provisions.

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS.




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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By:   
Joe Mendoza  
General Manager


Date: 4/1/24

**ELITE SPECIAL EVENTS, INC.**

By:   
Ted Holcomb  
President

Date: 4/2/24

**APPROVED AS TO FORM FOR DISTRICT**

By:   
Tarquin Preziosi  
General Counsel



# Tap Truck Proposal

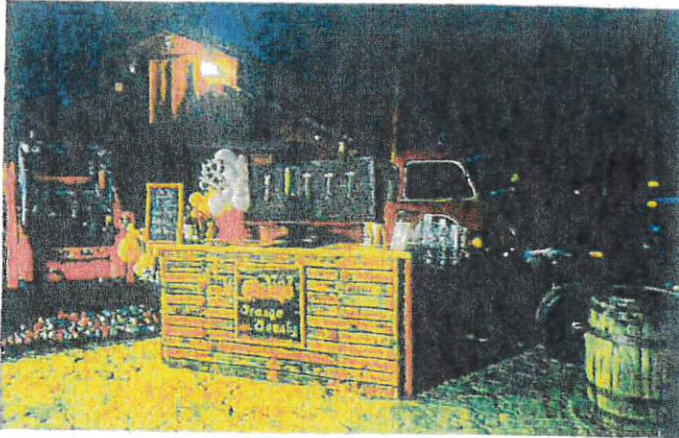
*Ted Holcomb- Elite Special Events*



## MENU

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

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





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

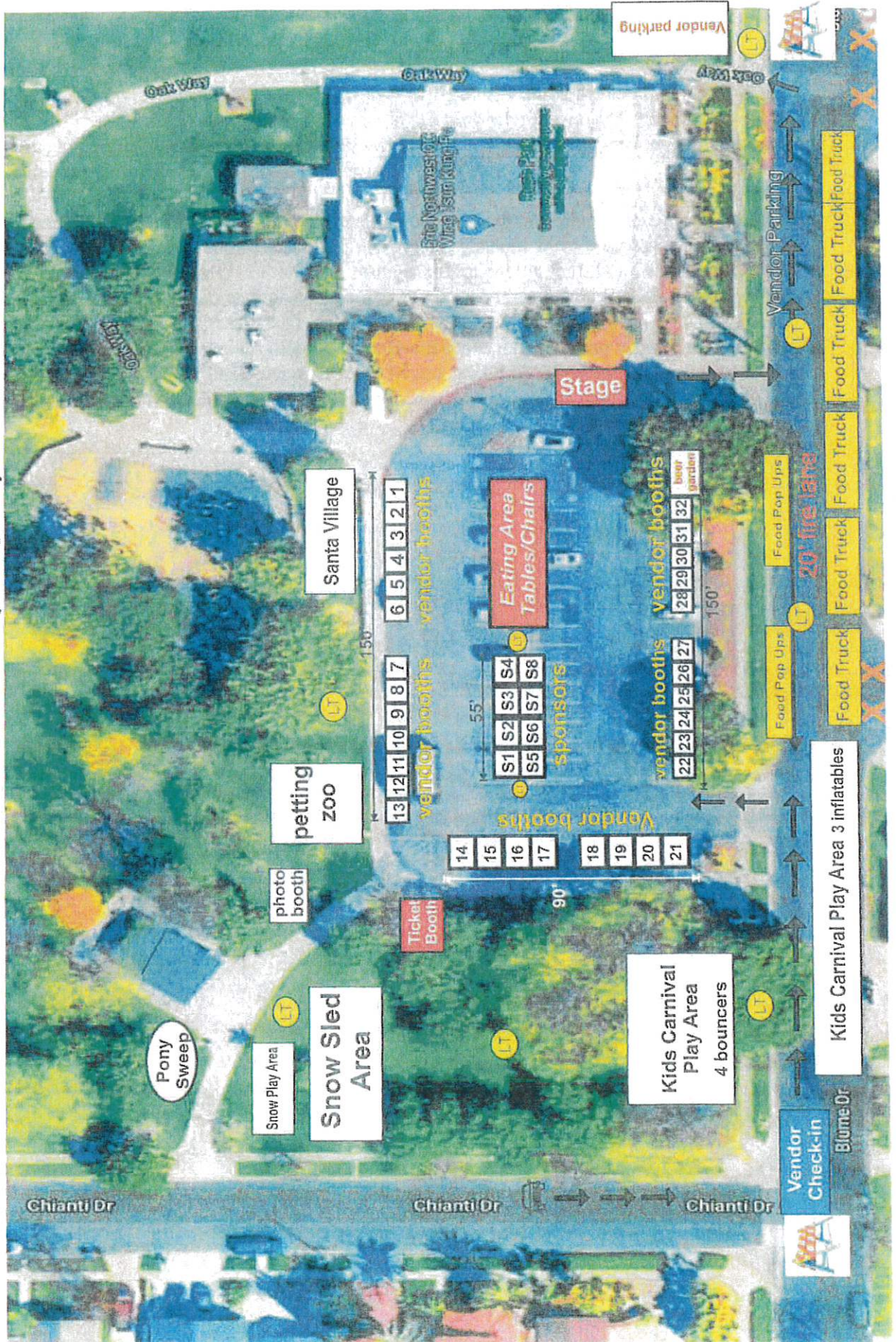




Exhibit "A"

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 14, 2024 (the "Event"). The hours of the Events will be from 4-8pm.

**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 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, a tap beer truck, 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, 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.

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

**4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and

## **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### **AGENDA ITEM C-5**

**Date:** February 4, 2025

**To:** Personnel and Contract Administration Committee  
Jo Shade, Chair  
Mary Ann Remnet

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION REGARDING CONTRACT RENEWAL FOR CITY OF BREA/IT.

#### **RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review and recommend a new contract with Brea/IT Solutions (Brea/IT) to maintain the District's computer system and equipment. Staff is recommending a one-year contract extension.

#### **BACKGROUND**

Under the current terms of our IT service agreement, 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 will be 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. Current 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



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

**2024-2025**

This SIXTH AMENDMENT TO CONTRACT SERVICE AGREEMENT ("Sixth Amendment") is made and entered into this 14<sup>th</sup> day of May, 2024 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, 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 Sixth Amendment, which amended compensation provisions shall become effective on July 1, 2024.

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, 2025, 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, 2024, Section B.2 of the Agreement entitled "Compensation" shall be amended to reflect a 5% 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 **\$2,000.00** 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 hereof 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 **\$126.55** per hour. Emergency call-Out, holidays and off-hours support will be billed at

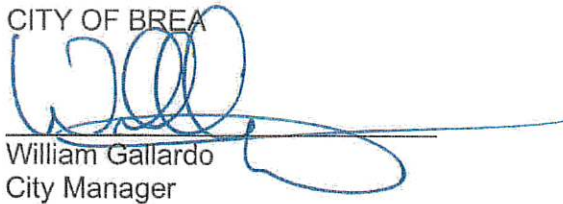
\$137.00 per hour with a two hour minimum. Hourly rates are subject to modification annually as may be agreed between the Parties in writing.

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

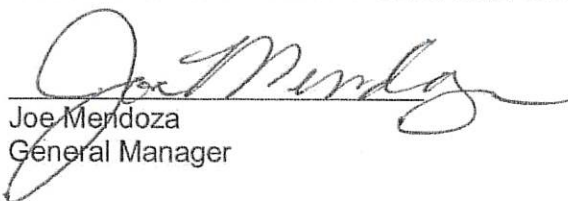
IN WITNESS WHEREOF, the Parties hereto have caused this Sixth Amendment to be executed as of the day and year first set forth above.

CITY OF BREA

  
William Gallardo  
City Manager


Date: 6/4/2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

  
Joe Mendoza  
General Manager

Date: 5/6/2024

APPROVED AS TO FORM

  
Tarquin Preziosi  
General Counsel  
Rossmoor Community Services District

Date: 6-10-2024

## **Exhibit A**

### **Job Description of Technician**

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

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

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

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

Diagnose and resolve Windows workstation operating system problems.

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

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

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

Perform systems backups and maintain backup tape rotations.

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

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

Monitor and tune performance of servers and networking systems.

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

Analyze current computing environment and recommend more efficient processes.

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

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

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM C-6**

**Date:** February 4, 2025

**To:** Personnel and Contract Administration Committee  
Jo Shade, Chair  
Mary Ann Remnet

**From:** General Manager Joe Mendoza

**Subject:** DISCUSSION REGARDING CONTRACT EXTENSION WITH ENRICHED FARMS & AVANTI HARVEST INC.

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee review the Farmers Market Contract that expires on May 10, 2025. This meeting will be a brainstorming session prior to extending the contract between Rossmoor Community Services District and Enriched Farms & Avanti Harvest, Inc., a California nonprofit corporation, to continue to conduct a Farmers Market on Thursdays, from 4 p.m. to 7 p.m., in the Rush Park parking lot from May 10, 2025, to May 9, 2026. All other contract terms remain in full effect.

**INFORMATION**

Enriched Farms has expressed their desire to continue providing a Farmers Market to the Rossmoor Community. Enriched Farms is well-known in the area. They have several Farmers Markets in the Southern California area including Costa Mesa, Irvine, Los Alamitos, Moorpark and Santa Paula. The District has received numerous compliments from residents who enjoy the outdoor market and meeting up with their neighbors.

The Farmers Market has had marginal success during the past six months. Attendance has fluctuated along with lack of vendors on a consistent basis. Both the District and Farmers Market personnel have worked together to add programming with the hopes of drawing additional attendance. The additional programming included weekly entertainment for kids, the addition of an Easter Egg Hunt, and Halloween Harvest Festival sponsored by RCSD and the Farmers Market.

## **FINDINGS**

The Farmers Market net cost to the District is minimal since no additional staff are needed to operate the program. The Farmers Market utilizes the parking lot at Rush Park at no cost. The consideration to cancel, change or alter the program is based on attendance, lack of vendors and perception. The goal is to offer a viable program that is embraced by the community and well received.

## **ATTACHMENTS**

1. Agreement between Enriched Farms & Avanti Farms and Rossmoor Community Services District dated May 10, 2022.



February 28th, 2024

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

Re: Letter Request Extension of Agreement

Dear Mr. Mendoza and the Rossmoor Community Service District,

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

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

Sincerely yours,

A handwritten signature in cursive script that reads "Jason Davis". The signature is written in black ink and is positioned above the printed name.

Jason Davis - President / Owner

Enriched Farms / Avanti Harvest



## AGREEMENT TO OPERATE FARMERS MARKET

THIS AGREEMENT TO OPERATE FARMERS MARKET ("Agreement") is made as of May 10, 2022, by and between Rossmore Community Services District (DISTRICT) and Enriched Farms & Avanti Harvest Inc., a California nonprofit corporation with an address of 4279 Crabapple Court, Moorpark, CA 93021 (CONTRACTOR) with reference to the following facts:

### RECITALS

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

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

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

#### 1. Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

derivatives, tobacco, or alcohol is permitted.

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

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

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

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

## 2. Term.

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

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

## 3. Termination.

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

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

## 4. Insurance and Indemnity.

### 4.1 Insurance.

4.1.1 Minimum Requirements. CONTRACTOR shall, at its expense,

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

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

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

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

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

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

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

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

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

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

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

9. **Miscellaneous.**

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

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



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

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

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

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

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

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

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

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

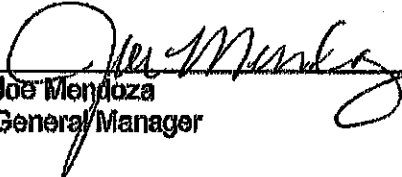
**9.8 Power and Authority.** Each of the persons executing this Agreement on behalf of CONTRACTOR and DISTRICT respectively warrants and represents to the other that they have full power and authority to execute this Agreement and bind their respective parties hereto.

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

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

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

By:  Date: 5/16/2022  
Joe Mendoza  
General Manager

**ENRICHED FARMS & AVANTI HARVEST INC.**

By:  Date: 05/16/2022  
Jason Davis  
President

**APPROVED AS TO FORM FOR DISTRICT**

By:  Date: 5-16-22  
Tarquin Proziol  
General Counsel



