

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



## Special Meeting of the Board Agenda Package

**DECEMBER 17, 2013**

PUBLIC COPY

**CALL AND NOTICE OF A SPECIAL MEETING**

**TO THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT:**

**NOTICE IS HEREBY GIVEN that the President has called a Special Meeting of the Board to be held in the Kitchen area of Rush Park, 3001 Blume Drive, Rossmoor, California at 5:00 p.m. on Tuesday, December 17, 2013 for the purposes of convening an open session of the Board. The agenda for the meeting is set forth below:**

**BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT**

**SPECIAL MEETING**

**RUSH PARK  
Kitchen  
3001 Blume Drive  
Rossmoor, California 90720**

**Tuesday, December 17, 2013**

**5:00 p.m.**

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**A. ORGANIZATION**

- 1. CALL TO ORDER: 5:00 p.m.
- 2. ROLL CALL: Directors Casey, Coletta, DeMarco, Kahlert  
President Maynard
- 3. PLEDGE OF ALLEGIANCE

**B. PUBLIC COMMENT**

**C. REGULAR CALENDAR**

- 1. APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE DISTRICT AND THE ORANGE COUNTY ADVOCACY GROUP, INC.

**D. GENERAL MANAGER ITEMS**

**E. BOARD MEMBER ITEMS**

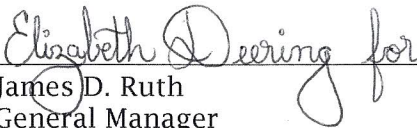
**G. ADJOURNMENT**

*It is the intention of the Rossmoor Community Services District to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the District will attempt to accommodate you in every reasonable manner. Please contact the District Office at (562) 430-3707 as soon as possible prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.*

**CERTIFICATION OF POSTING**

I hereby declare, under penalty of perjury, that this Agenda for the Tuesday, December 17, 2013, 5:00 p.m. Special Meeting of the Board of Directors of the Rossmoor Community Services District was posted on Friday, December 13, 2013 at the Rush Park, Rossmoor Park and Montecito Center Bulletin Boards and on the Rossmoor CSD website at 4:00 p.m. on December 13, 2013.

ATTEST:

  
\_\_\_\_\_  
James D. Ruth  
General Manager

Date 12.13.13

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM C-1**

**Date:** December 17, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE DISTRICT AND THE ORANGE COUNTY ADVOCACY GROUP (TAG)

**RECOMMENDATION:**

Review and approve a contract for professional services with TAG

**BACKGROUND:**

As you are aware, the District has been pursuing latent powers in order to provide additional direct services to the Rossmoor community. The District is now at a stage where consensus of the Orange County Board of Supervisors is needed to negotiate a Memorandum of Understanding (MOU) between the District and the County. The MOU would provide for the transfer of monies from the County for Police Services (OC Sheriff), Animal Care Services and Refuse Collection Services to the District to be used to pay for those services. Thereafter, a like amount of monies would be used by the District for paying for those services. The County would then initiate budget reductions of a like amount from the operating budgets of affected County department; in essence a zero sum financial effect upon the County and the District.

In order to approach individual County Supervisors for gaining their support for the District's proposal, professional services are deemed highly important in the development of the District's message and obtaining access to each County Supervisor. The services of TAG will assist the District in this endeavor. There is no financial impact to the District.

**ATTACHMENTS:**

1. Contract for Professional Services between the Rossmoor Community Services District and the Orange County Advocacy Group, Inc.

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ROSSMOOR  
COMMUNITY SERVICES DISTRICT AND  
THE ORANGE COUNTY ADVOCACY GROUP, INC.**

This AGREEMENT is entered into this 2nd day of January, 2014, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California special district (“DISTRICT”) and The Orange County Advocacy Group, Inc., a California Corporation (“CONSULTANT”).

**RECITALS**

- A. The District does not have the personnel able and/or available to perform the services required under this Agreement.
- B. Therefore, the District desires to contract out for the professional services described herein.
- C. The Consultant warrants to the District that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The District desires to contract with the Consultant to perform the services contemplated herein.

**NOW, THEREFORE**, based on the foregoing recitals, the District and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to provide intergovernmental affairs advice and advocacy services under the supervision of the District Manager and consistent with the goals established by the District Board;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT a monthly retainer of \$3,000.00 for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the District Manager or his designee.
- E. CONSULTANT shall provide an oral or written report to the District Manager by not later than the 10th day of each month describing the services performed

during the previous month and shall consult with the District Manager to formulate a work plan outlining the tasks and goals for the current month. The DISTRICT shall pay the Consultant the monthly retainer by the 10<sup>th</sup> of each month.

**2. SCOPE OF SERVICES.**

- A.** CONSULTANT will perform intergovernmental advice and advocacy services under the supervision of the District Manager and consistent with goals established by the District Board.
- B.** Except as herein otherwise expressly specified to be furnished by DISTRICT, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**3. PAYMENTS.** For DISTRICT to pay CONSULTANT as specified by this Agreement, CONSULTANT must provide an oral or written report and work plan as set forth in Paragraph 1E.

**4. TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon execution of this Agreement and shall continue until February 28 2014 unless extended in writing by the DISTRICT.

**5. FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

**6. KEY PERSONNEL.** CONSULTANT's key persons assigned to perform work under this Agreement are Christie McDaniel and Jill Kanzler. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the DISTRICT.

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on February 28 2014, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

**8. CHANGES.** DISTRICT may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from

changes in the services will be determined in accordance with written agreement between the parties.

**9. TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.

**10. PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**11. TERMINATION.**

- A.** Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B.** CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C.** In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive a final pro-rated payment based on the monthly retainer amount.
- D.** Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.

**12. INDEMNIFICATION.**

CONSULTANT shall indemnify, defend with counsel approved by DISTRICT, and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT (meaning that CONSULTANT shall indemnify and defend DISTRICT notwithstanding any alleged or actual passive negligence of DISTRICT which may have contributed to the claims, damages, costs or liability). Should DISTRICT in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT 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 CONSULTANT shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. 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.

**13. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without DISTRICT's written approval are prohibited and will be null and void.

**14. INDEPENDENT CONTRACTOR.** DISTRICT and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the DISTRICT as to end results of the work only.

**15. AUDIT OF RECORDS.**

- A.** CONSULTANT agrees that DISTRICT, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide DISTRICT, or designee, with any relevant information requested and will permit DISTRICT, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B.** Upon inspection, CONSULTANT will promptly implement any corrective measures required by DISTRICT regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.
- C.** CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**16. INSURANCE REQUIREMENTS.**

- A.** The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their



respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the DISTRICT at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for DISTRICT.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The Rossmoor Community Services District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of The Orange County Advocacy Group, Inc., including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.

- C. CONSULTANT agrees to provide immediate notice to DISTRICT of any claim or loss against Contractor arising out of the work performed under this agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- D. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the DISTRICT may terminate this Agreement pursuant to Section 11 above.

**17. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**18. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the DISTRICT from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the DISTRICT'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the DISTRICT shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the DISTRICT for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**19. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the DISTRICT's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the DISTRICT, and the cost thereof shall be charged to the CONSULTANT.

**20. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by DISTRICT for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that DISTRICT does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT’S only to the conclusion of the last fiscal year in which DISTRICT appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**21. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

DISTRICT	CONSULTANT
Rossmoor Community Services District 3001 Blume Drive Rossmoor, CA 90720  ATTN: District General Manager	Christie McDaniel The OC Advocacy Group 2973 Harbor Blvd., #562 Costa Mesa, CA 92626

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**22. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this Agreement without liability.

**23. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or DISTRICT’s obligations under this Agreement.

**24. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Orange County.

**25. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

**26. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**27. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. DISTRICT's DISTRICT administrator, or designee, may execute any such amendment on behalf of DISTRICT.

**28. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**29. FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**30. TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

**31. ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**32. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**33. DISCLOSURE REQUIRED.** (District and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the

DISTRICT. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the DISTRICT's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the DISTRICT's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, DISTRICT and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the DISTRICT's Conflict of Interest Code.

DISTRICT Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

ROSSMOOR COMMUNITY SERVICES  
DISTRICT

The Orange County Advocacy Group, Inc.

\_\_\_\_\_  
James D. Ruth, General Manager

\_\_\_\_\_  
Christie McDaniel, Principal