

#### **AGENDA**

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### PERSONNEL AND CONTRACT ADMINISTRATION COMMITTEE MEETING

## RUSH PARK AUDITORIUM 3021 Blume Drive Rossmoor, California 90720

Monday, September 23, 2024 7:00 p.m.

#### A. ORGANIZATION

1. CALL TO ORDER:

7:00 p.m.

2. ROLL CALL:

Directors DeMarco, Maynard

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.

#### C. REGULAR CALENDAR

- 1. DISCUSSION REGARDING MEMORANDUM OF UNDERSTANDING (MOU) WITH LOS ALAMITOS GIRLS SOFTBALL LEAGUE
- 2. DISCUSSION REGARDING 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
- 3. DISCUSSION REGARDING CONTRACT EXTENSION WITH STREET SWEEPING CORP OF AMERICA

#### D. ADJOURNMENT

#### **CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the September 23, 2024, 7:00 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

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#### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

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

Date: September 23, 2024

**To:** Personnel and Contract Committee

Tony DeMarco – Chair Michael Maynard

From: General Manager Joe Mendoza

**Subject:** DISCUSSION REGARDING MEMORANDUM OF UNDERSTANDING (MOU)

WITH LOS ALAMITOS GIRLS SOFTBALL LEAGUE

#### RECOMMENDATION

It is recommended that the Personnel and Contract Committee review the 2024 Draft Memorandum of Understanding (MOU) between the Rossmoor Community Services District (RCSD) and the Los Alamitos Girls Softball League (LAGSL) and provide staff with direction on updating the MOU.

#### **BACKGROUND**

Over the years, the MOU (Attachment 1) between the RCSD and LAGSL has been effective in servicing the LAGSL program within Rossmoor and surrounding communities. In recent conversations with LAGSL on the topic of fees, number of games played and fields used, impact to the surrounding community, use of the snack bar, staff fee recovery and the use of Rush Park softball field, the LAGSL representatives have met with the Personnel and Contract Committee and most recently on September 17, 2024, with the RCSD staff to discuss and negotiate changes within the MOU to continue to serve LAGSL and better serve the residents of Rossmoor. The MOU has been reopened to evaluate effectiveness, processes, impact on the community and park usage as well as fees and charges.

LAGSL has abided by the MOU that includes an annual meeting and review with the Rossmoor Park Neighbors (RPN). They have kept the agreement intact except for Saturday, April 8, 2023 when rainout games were played without prior approval from RCSD. The 2011 MOU has been determined to be outdated and needs to be renegotiated. The Personnel and Contract Administration Committee met on June 20, 2024 and recommended that RCSD staff open the MOU for negotiations with members of the LAGSL Board. Proposed changes to the MOU were drafted and subsequently discussed at an RCSD meeting with members of the LAGSL Board on September 17, 2024.

The following areas of RCSD concern are outlined with comments and recommendations for discussion.

 It is recommended that a designated Rossmoor Resident be assigned as Liaison to RCSD during each game day and that a supervising attendee schedule be presented for each game and practice.

**Reason** – A Rossmoor resident will be more accountable and available to the RSCD when needed. A point of contact is required in the event an issue arises during practice and/or game play.

Removing RPN as a party to the MOU

**Reason** – RPN is not a viable non-profit entity or organization. The RCSD staff will oversee park usage and understands the importance of field allocation and the impact it has on the surrounding community. The residents will be informed when reservations are deemed impactful or out of the ordinary.

- Field maintenance responsibilities The RCSD will be responsible for chain link fence, wooden backstops, dugout benches and turf.
- The LAGSL will be responsible for infield dirt, cleaning of the dugouts, dugout coverings, bat and helmet racks and wind screens.

**Reason -** The MOU states that LAGSL will replace wind screens on the backstops when needed. The wind screens provide dust control when dragging fields and glare control for pitchers and fielders. The maintenance of infield dirt is needed for a level and safe playing environment.

The number of games played per season is recommended to be limited to 60 games.

Reason - The park is deemed a neighborhood park and not a regional facility. In order to control traffic flow and parking as well as providing the community with additional park usage, i.e., picnics and building reservations it is recommended that the LAGSL spread games out to the surrounding communities. It is unclear as to how many Rossmoor residents are registered for the LAGSL. Over the years a breakdown of participants has been requested to evaluate field allocation. It is recommended that 2/3 of the games and practices be allocated within Rossmoor and 1/3 be conducted at alternate recreation facilities in nearby communities. The RCSD understands the long-term relationship between LAGSL and wants to continue to provide the league with most of the fields and will continue to evaluate the resident breakdown in order to serve LAGSL and the residents of the community.

 Fees for fields and Snack Shack – The fees for field usage and kitchen (snack shack) use has been raised by 5%. **Reason** –The RCSD has raised fees and established Snack Shack fees in order to keep up with inflation as well as offset ongoing maintenance and utility costs. The Snack Shack fees will be imposed for the first time beginning with the 2025 Spring season to help offset utilities, appliance repairs and replacement costs as well as general maintenance.

#### Responsibilities of Trash pick-up on game days

**Reason** – With minimal staff available on game days, trash in the fields and near the Snack Shack tends to overflow and trash bags become heavy and cumbersome to transport. RCSD is requesting that the LAGSL reach out to parents and league officials to provide assistance in monitoring the trash and replacing trash bags as needed during game time.

#### Rossmoor recognition on team uniforms and marketing materials.

**Reason** – The LAGSL has been utilizing Rossmoor Parks for decades for league play. Neither Rossmoor or RCSD has ever been recognized by way of a team uniform patch or emblem or mentioned in relevant marketing materials.

#### Below is a list of concerns/recommendations provided by LAGSL:

<u>User Permit Procedures</u> – LAGSL is not in favor of being fined should any of the items outlined in the final MOU not be strictly adhered to.

<u>LAGSL Liaison</u> – LAGSL would like to have the option of assigning an LAGSL Board Member who does not reside in Rossmoor.

Sunday Use - LAGSL would like to define organized play as more than 9 players.

<u>Fall Ball</u> – Games are not played on Sundays or Fridays. Trash bags will be changed out twice a day as needed.

<u>Spring Season</u> – Limiting play to 60 games versus 81 will implode the League according to LAGSL. In order to keep the 81 games in place, LAGSL is making efforts to present a proposal that that will increase the allotted play hours from 8:00am to 6:00pm or 7:00pm, rather than 4:00pm, with games spaced 25 minutes apart versus 45 minutes apart. This timing would also apply to play-off season.

<u>Use of Rush Park Fields for 6U & 8U</u> may be considered if fields are stripped and brought to regulation for the safety of the players.

<u>All-Star Season</u> – LAGSL would like to see the allowable days play changed to Tuesday through Friday rather than Monday through Thursday.

The goal is not to diminish the efforts or importance of LAGSL within the community. The discussion is about easing the financial burden, protecting the infrastructure and softening the impact the program has on the surrounding park neighbors and RCSD staff.

#### **ATTACHMENTS**

Draft Memorandum of Understanding between RCSD and LAGSL

#### MEMORANDUM OF UNDERSTANDING 2024 PREAMBLE

There has been ongoing history and relationship between the Los Alamitos Girls Softball League (LAGSL), the Rossmoor Park Neighbors (RPN) and the Rossmoor Community Services District (RCSD or District) regarding impacts to the surrounding Rossmoor Park neighborhood during the LAGSL seasons. A Mitigation Agreement was entered into in 2002 among the parties and approved by the RCSD Board. The Agreement was approved by the RCSD Board on June 11, 2002. In March of 2005, a request was submitted by the LAGSL to modify the provisions of the 2002 Agreement. The modified Agreement was approved by the RCSD Board on March 8, 2005.

This Memorandum of Understanding (MOU or Agreement) shall constitute the new agreement between the District and the LAGSL, hereby rescinding all previous agreements. This new MOU will replace the outdated MOU dated 2011 as a means to ease the financial burden and impact on the park neighbors and RCSD staff. It may only be superseded by the policies of the District. This Agreement will set forth clear and identifiable parameters that can easily be interpreted by not only the LAGSL Board, but by coaches as well. This Agreement should also serve as documentation which can easily be accessed by incoming LAGSL leadership and staff turnover within the District.

#### **TERMS**

The parties to this Memorandum of Understanding, the Rossmoor Community Services District and the Los Alamitos Girls Softball League, hereby agree to the following:

#### **User Permit Procedures**

A complete schedule of all practices and games must be submitted to the District as an
attachment to the User Permit Application for District review, prior to granting final
approval of any LAGSL User Permits. The LAGSL Board will designate a Rossmoor
resident or LAGSL Board Member as the representative or primary point of contact to the
District who will submit all game, practice and supervision schedules. A copy of those
schedules will be posted in the Rossmoor Park Snack Shack window.

#### Sunday Use

 No permits will be issued for games or practices on Sundays (with the exception of the Annual All-Star Tournament). LAGSL will encourage members of their league to refrain from using the fields for organized play (more than 9 players) on Sundays.

#### Fall Ball

 Practices will be limited to Tuesday through Thursday beginning no earlier than the Tuesday after the 3rd Saturday in August. There will be no Saturday practices held at Rossmoor or Rush Parks. Practice times shall be 4:00pm to 7:00pm and 3:30pm-5:30pm during Daylight Savings.

- A maximum of seven (7) Saturdays will be authorized for games over the course of the Fall Ball Season. Games shall begin no earlier than the 3rd Saturday in September and must conclude no later than the Saturday prior to the Thanksgiving Holiday.
- 3. No weekday games are permitted, games will be played on (some, not every) Saturdays from 8:00am-4:00pm. One (1) Saturday in October must remain dark.
- 4. All umpires will be made aware of the strict 4:00pm cut-off time on Saturdays, with the exception of tie games that will be played until 4:30pm.
- 5. Fall Ball games may be played in a double-header format.
- 6. LAGSL agrees to monitor trash, restrooms and parking as well as water the fields prior to dragging and in between each game. Drags cannot be pulled across the grass at any time. LAGSL agrees to empty all trash cans adjacent to the fields and Snack Shack twice a day: as needed at noon and 4:00pm on Saturdays when games are played and Sundays, and at 7:00pm on Fridays. The full trash bags will be left at a designated spot agreed upon by RCSD and LAGSL. RCSD staff will dispose of the trash bags at the end of each day. RCSD will provide LAGSL with trash bags as needed.

#### **Spring Season**

- 1. Try-outs shall be no earlier than the 2nd Saturday of January (subject to weather).
- 2. Practices shall begin no earlier than the last Saturday in January.
- 3. The LAGSL agrees to play no more than 60three games utilizing fields 1, 2, and 3 during its nine-week regular Spring Season game schedule. Saturday games will be spaced out 45 minutes apart. There is to be no warming up prior to 8:00am and all games must conclude by 4:00pm. It is the responsibility of the LAGSL's leadership to inform coaches of the strict cut-off times. LAGSL will ask coaches and players to limit the pre-game warm-up to no more than 45 minutes.
- The LAGSL agrees to adhere to no more than 6081 regular season games allowed at Rossmoor Park on Saturdays.
- 5. The LAGSL will utilize Rush Park Field No. 1 for 6U & 8U games on Saturdays from 8:00am to 4:00pm and for weekday practices from 4:00pm to 7:00pm.
- 6. LAGSL agrees to monitor trash, restrooms and parking as well as water the fields prior to dragging and in between each game. Drags cannot be pulled across the grass at any time. LAGSL agrees to empty all trash cans adjacent to the fields and Snack Shack twice a day: as needed at noon and 4:00pm on Saturdays when games are played and Sundays, and at 7:00pm on Fridays. The full trash bags will be left at a designated spot agreed upon by RCSD and LAGSL. RCSD staff will dispose of the trash bags at the end of each day. RCSD will provide LAGSL with trash bags as needed.
- 7. All umpires will be made aware of the strict 4:00pm cut-off time on Saturdays.

Commented [CW1]: LAGSL anticipates that lowering the number from 81 to 60 games will create a hardship and implode the league.

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**Commented [CW2]:** 8U may be considered if field is stripped and brought to regulation.

#### 8. Rain Make Ups

a. In the event that rain causes a cancellation of games during the Spring Season, the league will schedule <a href="two(2">two(2)</a> games per field on a weekday (Monday through Thursday only). First game will start at 3:45pm. There will be no Sunday rain make-ups. The District will require prior authorization for rain make-ups.

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9. Playoffs

b-a. The LAGSL will be allowed to use fields 1,2 and 3 for the last week in April and first week in two weeks in May from Monday through Saturday for its playoffs. During the second week of playoffs, the LAGSL may only schedule two games per fields 1, 2 and 3 Monday through Thursday. The nine-week regular Spring Season games, plus two weeks of playoff games totals an eleven-week Spring Ball Season. The LAGSL agrees not to extend the season into additional weeks. Playoffs shall end by the 2<sup>nd</sup> Saturday in May.

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e-b. Hours of use are to be the same as the regular Spring Ball season; 8:00am to 4:00pm with no warming up prior to 8:00am. Games will continue to be spaced 45 minutes apart. The LAGSL will make a concerted effort for a 4:00pm cut-off time; however, in the instance of a tie, games will be played until a winner is announced

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Opening Day

- The Opening Day Parade/Carnival will require a separate User Permit and shall be included
  as part of the nine-week regular Spring Ball season. LAGSL must provide written
  documentation defining the scope of the event and meet with District staff prior to approval
  of the User Permit. Set-up of the Carnival may not take place prior to 8:00am and must
  conclude by 4:00pm. LAGSL will hold two games on fields 1 and 2 in connection with the
  carnival.
- The LAGSL Carnival must be included as part of the nine-week regular season Saturday game schedule, if held at Rossmoor Park.
  - a. LAGSL agrees to limit the hours of the Carnival from 10am-3pm.
  - b.a. LAGSL agrees to hold team pictures at Rossmoor or Rush Park as permitted.a location other than Rossmoor Park.
  - e-<u>b.</u> DJ music be limited to 10:00am to 1:00pm and remain at a reasonable sound level. Speakers must face inwards towards the interior of the park and away from houses.

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#### Scrimmages

 All scrimmages are to be considered games. A scrimmage is when two teams are sharing the field, regardless of uniforms or umpires. Scrimmages may not take place at the Rossmoor Parks during any season of play.

#### All-Star Season

- 1. A User Permit will be required for All-Star Practices beginning the Monday following the conclusion of Playoffs. The permit will stipulate that practices will be from 4:00pm-7:00pm Monday through Thursday only, with no Fridays or weekend usage. Practices will end once teams have completed their play.
- 2. LAGSL agrees that there will be no scrimmages, "friendlies" or games during the All-Star season with the exception of the Annual All-Star Tournament.

#### 3. Annual All-Star Tournament

- a. A separate User Permit will be required for the LAGSL Annual All-Star Tournament. and a meeting must take place between RCSD Recreation Staff and the LAGSL representative to ensure time requirements are adhered to.
- b. The All-Star Tournament is to take place on the weekend prior to Father's Day. Games will conclude on Friday by 7:00pm, Saturday by 5:30pm and Sunday by 5:00pm. There are to be no teams preparing or warming up prior to 7:00am.
- c. LAGSL agrees to inform coaches of the strict 7:00am start time and provide the RCSD Board a supervision schedule that includes the names and phone numbers of the designated LAGSL representatives responsible for coverage at both Rush and Rossmoor Park at all times to enforce this provision and maintain safety.
- d. LAGSL agrees to monitor trash, restrooms and parking as well as water the fields prior to dragging and in between each game. Drags cannot be pulled across the grass at any time. LAGSL agrees to empty all trash cans adjacent to the fields and Snack Shack twice a day: at noon and 4:00pm on Saturdays and Sundays, and at 7:00pm on Fridays. The full trash bags will be left at a designated spot agreed upon by RCSD and LAGSL. RCSD staff will dispose of the trash bags at the end of each day. RCSD will provide LAGSL with trash bags as needed.
- e. LAGSL agrees to the following game scheduling format:
  - · Friday:

1 game on RP3 1 game on RP2 No games RPI

- Saturday:
  - o 4 games on RP3 4 games on RP2 5 games on RP1 o First game scheduled no earlier than 8:00am

Last game scheduled for 3:30pm

- Sunday:
  - 4 games on RP3 4 games on RP2 1 game on RPI
  - First game scheduled no earlier than 8:00am

Commented [CW4]: LAGSL is requesting Tuesday through Friday.

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Commented [CW5]: LAGSL states that the All Star Tournament is no longer happening but suggests leaving the language in the MOU.

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#### Last game scheduled for 2:30pm

f. The LAGSL will make a concerted effort to have games conclude by time outlined in permit. However, in the instance of a tie game will be played until a winner is announced.

#### Snack Shack

7-1. The LAGSL agrees to pay for the cost of the syrup and Co2 for the soda machine. The LAGSL also agrees to follow all District guidelines for maintaining a clean, operable kitchen. Cleaning guidelines are posted in the Snack Shack and are to be adhered to daily. LAGSL agrees to pay established District facility reservation fees for use of the Snack Shack.

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#### Field Maintenance

- LAGSL The District will continue their field maintenance agreement with the league to
  maintain the fields to their parent organization and to the District's requirements and league
  standards (including infield dirt, cleaning of the dugouts, dugout coverings, bat and helmet
  racks and wind screens). The District will maintain chain link fence, wooden backstops,
  and dugout benches. The District has no intention of allowing the league to add lights,
  bleachers, electronic signs, etc.
  - a. Sprinklers: The District will maintain the timed sprinkler around the pitching mound that is scheduled to water the fields at least once per day. LAGSL will be charged for the replacement of any broken sprinkler heads or valves damaged during field maintenance or dragging of the fields.
  - b. Dragging Fields: prior to the dragging of any field, sprinklers must be turned on for at least 10 minutes to minimize dust.

#### Parks Partnership

- 1. LAGSL agrees to reasonably limit any changes it seeks in the future.
- LAGSL agrees to designate a Rossmoor resident or LAGSL Board Member as the primary
  point of contact to District staff. This LAGSL representative is responsible for providing a
  supervision schedule with name and phone number of the designated LAGSL
  representatives in charge of each permitted practice and game.
- The LAGSL agrees to continue to pay fees established in the District's fee schedule for use of fields and Snack Shack and facilities for LAGSL practices, games, meetings and events.
- The LAGSL and the District will continue to communicate their ideas for solutions minimizing the dust on Fields 1, 2 and 3 at Rossmoor Park.
- The District agrees to conduct semi-annual meetings with LAGSL (in December and July) with representatives from all parties to discuss upcoming season scheduling.

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**Commented [CW6]:** LAGSL has a problem with the way this paragraph reads.

### 5-6.The LAGSL agrees to incorporate the RCSD logo into uniforms and relevant marketing materials.

This MOU is entered into by the parties as an expression of agreement reached and by the action of the Rossmoor Board of Directors (Board) at their meeting October 8, 2024. The term of this agreement is only subject to termination or modification by a formal action of the RCSD Board of Directors. Each party may request modification by requesting the Board to reopen negotiations stating reasons which are deemed irresolvable by other means. The Board shall act on such requests solely upon their discretion. In all cases, Board policy shall govern the operation of the RCSD's facilities.

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

ROSSMOOR COMMUNITY SERVICES DISTRICT:		
Joe Mendoza General Manager	Date:	
LOS ALAMITOS GIRLS SOFTBALL LEAGUE:		
By:Name:	Date:	

#### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

#### **AGENDA ITEM C-2**

Date:

September 23, 2024

To:

Personnel and Contract Committee

Tony DeMarco – Chair Michael Maynard

From:

General Manager Joe Mendoza

Subject:

DISCUSSION REGARDING PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND GOVERNMENT FINANCIAL SERVICES FOR CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIANCY OF THE DISTRICT'S

FINANCIAL ACTIVITIES

#### RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Committee review and discuss a possible contract extension with Governmental Financial Services, for approximately four and a half (4 ½) months to February 28, 2025. The compensation recommendation is \$6,000 per month/\$72,000 annually (unchanged).

#### **BACKGROUND**

In October 2020, the RCSD Board of Directors authorized the reorganization of the Accounting Division. At that time, direction was given to the General Manager to retain the service of a financial consultant on an interim basis to begin looking at the restructuring of the accounting and financial functions of the District. As a result, it was determined that it would be most cost effective for the District for the general financial and accounting functions to be provided by a consultant through a Professional Services Agreement, rather than a full-time District employee. This would allow for licensed professional level accounting service and greater transparency and oversight. Therefore, the RCSD entered into a Professional Services Agreement for general financial and accounting advisory services with The Pun Group LLP on December 3, 2020, at a rate of \$5,000 per month/\$60,000 annually.

When The Pun Group LLP contract expired, the Board approved entering into a Professional Services Agreement (PSA) with Government Financial Services (GFS) for general financial and accounting advisory services for the RCSD for two years (through October 11, 2022 through October 10, 2024) at a rate of \$6,000 per month/\$72,000 annually.

#### FISCAL IMPACT

The FY 2024-2025 budget has \$6,180 per month/\$74,160 annually allocated for Outsource Financial Consultant Services. This includes a cost-of-living increase of 3% over the last contract amount of \$6,000 per month/\$72,000 annually. However, GFS has agreed to a contract extension at the rate of \$6,000 per month until February 28, 2025. This time frame will provide the District with the ability to recruit alternative accounting services as well as allowing time for cross-training.

#### **ATTACHMENTS**

1. Draft 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.

# 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 The term of this Agreement shall be extended for approximately four and a half (4 1/2) months ending on 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:	
ROSSMOOR COMMUNITY SERVICES DIST	RICT	
	Date:	
Joe Mendoza General Manager		
APPROVED AS TO FORM		
	Date:	. 1
Tarquin Preziosi General Counsel Rossmoor Community Services District		<del></del>

#### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

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

Date:

September 23, 2024

To:

Personnel and Contract Administration Committee

Tony DeMarco, Chair Michael Maynard

From:

General Manager Joe Mendoza

Subject:

DISCUSSION REGARDING CONTRACT RENEWAL FOR STREET SWEEPING

CORP OF AMERICA (SCA)

#### RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee consider a one-year contract renewal with Street Sweeping Corp of America, effective January 2025 - January 2026.

#### BACKGROUND

Currently in effect is a contract between Rossmoor Community Services District (RCSD) and Sunset Property Services, dated December 14, 2021, with a term of three (3) years with three (3) 1-year extensions. In February 2022, Sunset Property Services became a partner of Sweeping Corporation of America (SCA). The first 1-year extension was granted for calendar year 2024. SCA has requested the second 1-year extension for calendar year 2025 with a CPI/Renewal increase of 3.5%. The contract currently expires January 1, 2025.

#### FISCAL IMPACT

See the attached letter from SCA dated September 16, 2024, outlining the 3.5% COLA increase that SCA has requested beginning January 2025. The current contract is for \$6,538.14 monthly and \$78,457.68 annually. With the increase the amounts would be:

- A 3.5% increase, the new contract will be \$81,203.70 annually.
- The monthly 2025 bill will be \$6,766.97.

Both the current and proposed fee includes the alternating sweeping schedule of four (4) times per month (twice for the even addresses side of the streets and twice for the odd addresses side of the streets.

Currently the county reimburses the District up to \$82,000 annually, as well as cost of living increases through 2099.

#### **ATTACHMENTS**

- 1. September 16, 2024, Letter from SCA requesting a 3.5% Renewal/CPI increase for FY 2025.
- 2. February 16, 2022, Letter from SCA announcing their partnership with Sweeping Corporation of America (SCA)



September 16, 2024

Mr. Joe Mendoza General Manager City of Rossmoor 3001 Blume Drive Rossmoor, C.A. 90720

Re: Extension and CPI adjustment.

Dear Joe,

We are respectfully requesting our renewal and CPI increase for FY 2025. With the continued increases on additional costs of labor, healthcare and other operative costs we are asking for a 3.5% CPI adjustment to our contract.

Joe, we would appreciate yours, and the City Council's support in granting our request. Should you have any questions, or if we can help in any way, please do not hesitate to contact us.

Sincerely,

Jose Brito

Branch Manager



February 16, 2022

Dear Valued Customer,

Sunset Property Services is excited to announce they are now a part of Sweeping Corporation of America. You can expect the same great service you received in the past from the same local team.

Sunset Property Services in combination with Sweeping Corporation of America brings significant resources in continuing to provide our customers the highest quality service in the industry. SCA is the largest power sweeping company in the United States with over 600 sweepers across 55 locations, covering 17 states. Our nearly 1,700 safety conscious employees look forward to guaranteeing your satisfaction and exceeding your expectations!

As we start to integrate, we wanted to make you aware of our new address for remitting payments.

Please update your systems.

For Checks: SCA of CA, LLC PO Box 84533 Seattle, WA 98124-5833

For ACH: Key Bank Account #: 359681612693 Routing #: 041001039 Account Name: SCA of CA, LLC

Thank you for your business and we look forward to continuing to be your first choice for all your sweeping needs!

If you have any questions about SCA, the transition or our services, please do not hesitate to contact me at <a href="mailto:ahowhannesian@sweepingcorp.com">ahowhannesian@sweepingcorp.com</a> or 949-551-5151

Sincerely,

Andi Howhannesian

Site Manager

16251 Construction Circle West

Irvine, CA 92606

PAID MAR 18 2022